

AMENDED TIME

City Hall
80 Broad Street
September 13, 2017
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Wagner
2. Approval of Minutes:
 - a.) July 11, 2017
 - b.) August 15, 2017 (*Deferred*)
3. Bids and Purchases
4. Budget, Finance and Revenue Collections: An ordinance authorizing the issuance of City of Charleston Public Facilities Corporation Installment Purchase Revenue Bonds (City of Charleston Project), Series 2017; authorizing the execution and delivery of certain instruments relating to the issuance and sale of the aforesaid bonds, each between the City of Charleston, South Carolina and City of Charleston Public Facilities corporation, a Bond Purchase Agreement among the City, City of Charleston Public Facilities Corporation and Wells Fargo Securities, and a preliminary official statement and an official statement of the City; and other matters relating thereto.
5. Budget, Finance and Revenue Collections: An ordinance providing for the issuance and sale of a \$12,000,000 Special Obligation Redevelopment Bond (Cooper River Bridge Redevelopment Project Area), Series 2017, of the City of Charleston, South Carolina, and other matters relating thereto.
6. Budget, Finance and Revenue Collections: An ordinance amending Ordinance No. 2007-232 in order to supplement the plan for the redevelopment of such area by including as a redevelopment project in such ordinance affordable housing as defined at Section 31-6-30(6), South Carolina Code of Laws, 1976, as amended.
7. Budget, Finance and Revenue Collections: An ordinance providing for the issuance and sale of a \$3,000,000 Special Obligation Redevelopment Bond (Horizon Redevelopment Project Area), Series 2017, of the City of Charleston, South Carolina, and other matters relating thereto.
8. Budget, Finance and Revenue Collections: An ordinance providing for the issuance and sale of Waterworks and Sewer System Refunding Revenue Bonds of the City of

Charleston in one or more series in the aggregate principal amount of not exceeding \$50,000,000 and other matters relating thereto.

9. Office of Cultural Affairs: Approval to accept a grant award from Charleston County for accommodations tax funding in the amount of \$7,335. Funds will support the 2017 MOJA Arts Festival. No City match is required.
10. Office of Cultural Affairs: Approval to accept a grant award from Charleston County for accommodations tax funding in the amount of \$6,234. Funds will support the 2017 Holiday Magic in Historic Charleston. No City match is required.
11. Office of Cultural Affairs: Approval to accept a grant award from Charleston County for accommodations tax funding in the amount of \$9,184. Funds will support the 2018 Piccolo Spoleto Festival. No City match is required.
12. Mayor's Office for Children Youth and Families: Approval to accept the AmeriCorps VISTA Grant, which provides AmeriCorps VISTA members to serve the Charleston community. No City match is required.
13. Police Department: Approval of a Memorandum of Agreement between CPD and James Island Charter School regarding SRO'S for 2017-2018 school year with 2% increase in compensation and policy updates.
14. Police Department: Approval of a Memorandum of Agreement between CPD and Berkeley County School District regarding SRO's for 2017-2018 school year with 2% increase in compensation and policy updates.
15. Police Department: Approval of a Memorandum of Agreement between CPD and Charleston County School District regarding SRO's for 2017-2018 school year with 3% increase in compensation and policy updates.
16. Parks-Capital Projects: Approval of a Construction Contract with Schroder's Services, LLC in the amount of \$56,155 for the renovation of the restroom in the Wentworth Parking Garage. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget. Approval of this action will institute a \$65,000 project budget of which the \$56,155 construction contract will be funded. The funding source for this project is the 2017 Parking Facilities, Structural Repairs in the General Operating Budget (\$1,060,000).
17. Parks-Capital Projects: Approval of a Construction Contract with J. Musselman Construction, Inc. in the amount of \$262,186 for the replacement of the north stairwell at the VRTC Parking Garage. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget. Approval of this action will institute a \$325,000

project budget of which the \$262,186 construction contract will be funded. The funding source for this project is the Parking Facilities, Structural Repairs in the Parking Fund (\$1,060,000).

18. Public Service: Approve Spring/Fishburne US17 Drainage & Transportation Improvements Division III Federal Match (Phase 2) Aid-to-Construction Agreement and payment to SCE&G in the amount of \$176,473.50 for pedestrian street lighting on Spring Street, Cannon Street, and in the landscaped area between the aforementioned streets in conjunction with Phase 2 of the Spring/Fishburne project. SCE&G will provide and install 90 poles and fixture heads for the bases installed by Crowder Co. Funding has already been approved in the Phase 2 (Fed Match) council-approved budget.
19. The Committee on Human Resources: (Meeting was held on Tuesday, August 29, 2017 at 4:00 p.m.)
 - a. Review and approval of BCBS renewal and 2018 Healthcare Budget
 - b. BCBS audit results (INFORMATION ONLY)
 - c. Stop Loss Agreement (*Deferred*)
20. The Committee on Community Development: (Meeting was held September 8, 2017 at 3:30 p.m. at City Hall, Council Chamber, 80 Broad Street)
 - a. Review of the Draft Bond Allocation Plan
 - b. Cooper River Bridge TIF District Projects
21. The Committee on Real Estate: (Meeting was held **September 13, 2017 at 4:15 p.m.** at City Hall, First Floor Conference Room, 80 Broad Street)
 - a. Approval to use the Pavilion Lawn at Magnolia Plantation and Gardens for MOJA Tribute Luncheon on Saturday, October 7, 2017. There is no fee, but there is a \$500 refundable damage deposit. (3550 Ashley River Road)
 - b. Approval to use the Trinity United Methodist Church in the amount of \$300.00 for a rental for MOJA Gospel Concert on Sunday October 1, 2017 (273 Meeting Street)
 - c. Request approval for the Mayor to execute the Commercial Lease whereby the City leases 113 Calhoun Street to Emanuel African M.E. Church of Charleston for 10 years, upon termination of the Current Lease with the International African American Museum and the Pinckney Foundation. The property owner is the City of Charleston. (TMS: 458-01-01-086; 113 Calhoun Street)

- d. Request approval for the Mayor to execute the Right of Way Easement with the Commissioners of Public Works for 225 square feet in area for the placement of a sub-surface water meter vault. The property is owned by the City of Charleston. (TMS: 460-00-00-013; 180 Lockwood Boulevard)
- e. Consider the following annexations:
 - (i) 2178 Coker Avenue (TMS# 343-01-00-046) 0.48 acre, James Island (District 11). The property is owned by Nicholas Witte and Katherine Riddle.
 - (ii) 1944 Woodland Road (TMS# 355-10-00-064) 0.24 acre, West Ashley (District 2). The property is owned by Heather Hays and David Kauffman.
 - (iii) 781 Saint Andrews Boulevard (TMS# 418-10-00-080) 0.36 acre, West Ashley (District 9). The property is owned by Kevin Shealy.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Jason Kronsberg DEPT. Parks
 SUBJECT: SEPTIMA CLARK GROUNDS MAINTENANCE
 REQUEST: Approval to process a change order to increase the contract by
adding Crosstown Phase 2 Maintenance with Pleasant Places, Inc.,
449 Long Point Rd., Mt. Pleasant, SC 29464. Solicitation #14-B012R
 COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Parks Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Jason Kronsberg</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Gregory Perry</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Parks/ Grounds Maintenance Account #: 522000 - 522006

Balance in Account \$222,280.47 Amount needed for this item \$41,405.00

Does this document need to be recorded at the RMC's Office?

Yes ☐ No ☐

MF 8/25/17

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Crosstown Phase 2 Maintenance - Grounds Maintenance of various roadsides and medians

UNIT PRICE BID FORM / SCHEDULE OF DEDUCTIONS

Grand Total must match Lump Sum entered on "CONTRACT".

Unit prices provided shall apply for entire contract period, and may be used to increase or decrease scope of work, as well as for the "Schedule of Deductions" referenced in Part 2 of the specifications.

BASE BID - WEST ASHLEY GREENWAY AND DITCHBANKS

<u>ITEM</u>	<u>UNIT PRICE</u>		<u>FREQUENCY</u> <u>PER YEAR</u>		<u>TOTAL</u>
Grass Cutting	\$ 280.00	x	41	=	\$ 11,480.00
Trim Trees and Shrubs	\$ 2,400.00	x	1	=	\$ 2,400.00
Trim Perennials / Vines	\$ 2,200.00	x	1	=	\$ 2,200.00
Edging	\$ 35.00	x	41	=	\$ 1,435.00
Trash collection / removal	\$ 105.00	x	52	=	\$ 5,460.00
Sidewalk / Gutter Cleaning	\$ 100.00	x	8	=	\$ 800.00
Mulch Beds	\$10,290.00	x	1	=	\$ 10,290.00
Weed Control	\$ 1,235.00	x	1	=	\$ 1,235.00
String Trimming	\$ 35.00	x	41	=	\$ 1,435.00
Sweep/Blow Hardscape	\$ 35.00	x	52	=	\$ 1,820.00
Irrigation Maintenance	\$ 2,850.00	x	1	=	\$ 2,850.00

BASE BID TOTAL \$ 41,405.00

Company Name:	Pleasant Places Inc.
Address:	449 Long Point road
	Mount Pleasant, SC 29464
Telephone:	843-881-3430
Fax:	843-884-7671
Authorized representative:	Todd Knight

Signature / Date:

 08/14/2017

COMMITTEE / COUNCIL AGENDA

3b)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: ENTERPRISE LICENSE AGREEMENT WITH ESRI FOR GIS SOFTWARE (ARCGIS)
REQUEST: APPROVAL OF ENTERPRISE LICENSE AGREEMENT (ELA) WITH ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE (ESRI) FOR ARCGIS LICENSING AND SUPPORT.
SOLE SOURCE PURCHASE.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Wesley Ratterree</u>	<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Gregory</u>	<input checked="" type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account \$478,256.30 Amount needed for this item \$98,100.00 *4/8*

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NOTES: Payment two-of-three for the ESRI ArcGIS Enterprise License Agreement providing a license plan allowing for expanded licensing to address the significant escalation in the use of GIS by City departments, including Police and Fire, for critical operations. This is an initial 3-year agreement with escalating payments (2016-\$80,000; 2017-\$90,000, 2018-\$100,000 – plus tax). Future payments will be notably reduced and provide ongoing software maintenance coverage.

CFO's Signature: Amy Wharm

FISCAL IMPACT:

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: ArcGIS Enterprise License Agreement

REQUISITION NUMBER: PR174511

VENDOR: Environmental Systems Research Institute, Inc. (ESRI)

DATE: August 11, 2017

1. Please state the use for this/these product(s).

ESRI ArcGIS is the primary geographic software used by the City of Charleston that is used in most of the City's operations by departments to include Police, Fire, Public Service, Planning and Traffic & Transportation.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. ESRI is the developer of the software and the only source for the purchase of the software ELA.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

ESRI is the developer of the software and the only source for the purchase of the software ELA.

4. Have you evaluated comparable products within the last two years?

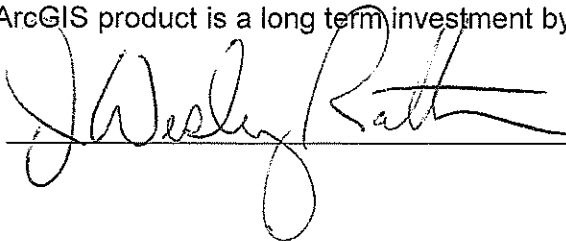
____ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

The ESRI ArcGIS product is a long term investment by the City.

SIGNATURE



TITLE

CIO



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 08/08/2017
To: Tracy McKee
Organization: City of Charleston
Information Technology
Fax #: 843-724-3772 **Phone #:** 843-724-3769

From: Anthony Amell
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 5089
Email: AAmell@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #25791814
Document Date: 06/30/2017

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28535089
Fax #: 909-307-3083

Quotation

Date: 06/30/2017**Quotation Number:** 25791814**Contract Number:** SMALL GOVT ELA US

City of Charleston
Information Technology
GIS
P.O. Box 304
CHARLESTON SC 29402
Attn: Tracy McKee
Customer Number: 40125

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Anthony Amell

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ela_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

10	1	149401		
			Populations of 125,001 to 150,000 Small Government Term Enterprise License Agreement	
			Start Date: 09/01/2017	
			End Date: 08/31/2018	

Order Value	90,000.00
Item Subtotal	90,000.00
Estimated Taxes	8,100.00
Total	USD 98,100.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Anthony Amell **Ext:** 5089

[AMELLA]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28535089
Fax #: 909-307-3083

Quotation

Page 2

Date: 06/30/2017	Quotation No: 25791814	Customer No: 40125	Contract No: SMALL GOVT ELA US
Item	Qty	Material#	Unit Price Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[AMELLA]

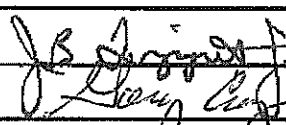
3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Interim Chief J. Tippett DEPT. Fire Department
SUBJECT: 2018 PIERCE ENFORCER CUSTOM WALK-IN RESCUE VEHICLE
REQUEST: Approval to purchase a 2018 Pierce Enforcer Custom Walk-In Rescue Vehicle from Spartan Fire & Emergency Apparatus, 319 Southport Rd., Roebuck, SC 29376. Solicitation #17-P018R.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062017 Account #: 58010

Balance in Account _____ Amount needed for this item \$890,300.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: * Using 2017 Lease Purchase Funds

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



SPARTAN FIRE
and Emergency Apparatus
Since 1973

QUOTATION



ESTIMATE



319 Southport Road • Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Charleston Fire Department
1451 King Street
Charleston, S.C. 29403

Date of Proposal: 8/23/2017
F.O.B.: Charleston, S.C.
Estimated Delivery: 11.0 – 12.0 Months
Payment Terms: At Delivery
Salesman: *Alan Axson*

Item	Qty.	Description	Price	Amount
1	1	2018 Pierce Enforcer Custom Walk - In Rescue		
		Cummins L9 450 HP Diesel Engine, Allison EVS 3000		
		Automatic Transmission, 200 Gallon Water Tank,		
		Hale AP-50 500 GPM Pump, Built in Accordance to		
		NFPA 1901 2016 Standards and as per Submitted		
		RFP#17-PO18R. Price Includes Performance		
		Bond and Delivery	\$732,046.00	\$732,046.00
2	1	Miscellaneous Loose Equipment Per Proposal Located in	\$157,754.00	\$157,754.00
		Section # 8. Equipment Mounting Included		
3	1	South Carolina Sales Tax	\$500.00	\$500.00

TOTAL COST **\$890,300.00**

THIS QUOTATION EXPIRES AFTER NINETY DAYS

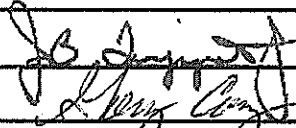

3d.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Interim Chief J. Tippet DEPT. Fire Department
SUBJECT: 2018 PIERCE SABER CUSTOM PUMPER TRUCKS
REQUEST: Approval to purchase two (2) 2018 Pierce Saber Custom Pumper Trucks from Spartan Fire & Emergency Apparatus, 319 Southport Rd., Roebuck, SC 29376. Solicitation #17-P017R.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062017 Account #: 58010

Balance in Account Amount needed for this item \$1,224,600.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: * Using 2017 Lease Purchase Funds

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



SPARTAN FIRE
and Emergency Apparatus
Since 1973

QUOTATION

☒

ESTIMATE

☐

319 Southport Road • Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Charleston Fire Department
1451 King Street
Charleston, S.C. 29403

Date of Proposal: 8/23/2017
F.O.B.: Charleston, S.C.
Estimated Delivery: 11.0 – 12.0 Months
Payment Terms: At Delivery
Salesman: *Alan Axson*

Item	Qty.	Description	Price	Amount
1	2	2018 Pierce Saber Custom Pumper, 450 HP Cummins		
		ISL Diesel Engine, Allison EVS 3000		
		Automatic Transmission, 750 Gallon Water Tank,		
		Hale Q-MAX 1500 GPM Pump, Built in Accordance to		
		NFPA 1901 2016 Standards and as per Submitted		
		RFP#17-PO17R. Price Includes Performance		
		Bond and Delivery	\$480,477.00	\$960,954.00
2	2	Miscellaneous Loose Equipment Per Proposal Located in	\$131,323.00	\$262,646.00
		Section # 6. Equipment Mounting Included		
3	2	South Carolina Sales Tax	\$500.00	\$1,000.00

TOTAL COST **\$1,224,600.00**

THIS QUOTATION EXPIRES AFTER NINETY DAYS



3e.)

COMMITTEE / COUNCIL AGENDA

TO: **John J. Tecklenburg, Mayor**
FROM: Interim Chief Jerome Taylor DEPT. Police Department
SUBJECT: POLICE VEHICLE UPFIT
REQUEST: Approval to process a change order to increase the contract with
Global Public Safety (formerly known as Light-N-Up), 101 Sunset Drive,
Roebuck, SC 29376. Solicitation #15-P008R

COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 200000 Account #: 52023
Balance in Account \$184,166 km Amount needed for this item \$90,000.00 km 8/30/17

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Jmy Wharton

FISCAL IMPACT: This will increase the contract to a Not to Exceed \$200,000.00/year.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department
March 15, 2017

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on March 14, 2017, approved the following items in Bids and Purchases:

INFORMATION TECHNOLOGY DEPARTMENT: **ACCOUNT: 161000-52206** **APPROPRIATION: \$ 75,000.00**
Approval for scanning services for existing large scale documents (Plans and Drawings) as part of the new electronic document MGMT System. State Contract #4400004820.

INFORMATION TECHNOLOGY DEPARTMENT: **ACCOUNT: 161000-52206** **APPROPRIATION: \$143,094.00**
ACCOUNT: 161000-52058 **APPROPRIATION: \$ 50,637.00**
Approval to purchase software and services to implement Phase II of the New Electric Document MGMT System. State Contract #4400004820.

POLICE DEPARTMENT: **ACCOUNT: 200000-52023** **APPROPRIATION: \$ 45,000.00**
Approval to process a change order to increase the contract with Light-N-Up, 101 Sunset Drive, Roebuck, SC 29376. Solicitation #15-P008R.

FLEET MANAGEMENT DEPARTMENT: **ACCOUNT: * -58015** **APPROPRIATION: \$271,511.86**
Approval to purchase one (1) 2113 Plus 3 Yard Vactor on a 2017 Freightliner Cab, Chassis from Public Works Equipment and Supply, 4519 Old Charlotte Wy, Monroe, NC 28110. NJPA Contract #022014FSC. 2017 Lease Purchase Funds will be used.

FLEET MANAGEMENT DEPARTMENT: **ACCOUNT: 06201-85015** **APPROPRIATION: \$159,183.52**
Approval to purchase two (2) 2017 4300 SBA 4x2 International Chassis with 5 Yard Dump Body from Carolina International Truck, 1619 Bluff Road, Columbia, SC 29201. SC Contract #4400014796. 2017 Lease Purchase Funds will be used.

POLICE DEPARTMENT: **ACCOUNT: 200000-52036** **APPROPRIATION: \$135,225.50**
Approval to purchase ammunition for Charleston Police Department range and SWAT use 2017. Total amount of purchase including tax is \$135,225.50. This is a Budgeted item.

FLEET MANAGEMENT DEPARTMENT: **ACCOUNT: 062017-58015** **APPROPRIATION: \$ 55,440.00**
Approval to purchase two (2) 2017 Ford F250 Crew Cab Trucks from Vic Bailey, 501 East Daniel Morgan Ave., Spartanburg, SC 29304. SC Contract #4400014486. 2017 Lease Purchase Funds will be used.

RECREATION DEPARTMENT: **ACCOUNT: 028010-52500** **APPROPRIATION: \$ 64,425.33**

Approval to establish a lease purchase with E-Z-GO Golf Carts and Cushman Haulers for the Municipal Golf Course from TCF Equipment Finance, Inc., 1111 West San Marnan Dr., Ste. A2 West, Waterloo, IA 50701-8926. SC State Contract #5000013484. Total for lease agreements of \$326,494.68 for over 48 Months.

PARKS DEPARTMENT:

ACCOUNT: 136000-52206

APPROPRIATION: \$107,536.43

Approval to purchase furniture for the Charleston Police Team 4 Facility from McWaters, 1104 Shop Road, Columbia, SC 29201-4743. SC Contract #4400006009, #4400005997, #4400005992.

FLEET MANAGEMENT DEPARTMENT:

ACCOUNT: 062017-58015

APPROPRIATION: \$ 97,231.98

Approval to purchase one (1) 2017 John Deere 310SL Backhoe Loader from Flint Equipment, 136 Acres Dr., Ladson, SC 29456. NJPA Contract #032515-JDC. 2017 Lease Purchase Funds will be used.

FLEET MANAGEMENT DEPARTMENT:

ACCOUNT: 062017-58015

APPROPRIATION: \$394,356.77

Approval to purchased one (1) 2112 Plus 12 Yard Vactor on a 2017 Western Star 4700SB Cab, Chassis from Public Works Equipment and Supply, 4519 Old Charlotte Wy, Monroe, NC 28110. NJPA Contract #022014FSC. 2017 Lease Purchase Funds will be used.

Sincerely,



Vanessa Turner Maybank
Clerk of Council

Enclosures: As Stated

c: Joleen Deames, Assistant Chief Financial Officer
Gary Cooper, Director of Procurement
Wes Ratterree, Information Technology
Jason Kronsberg, Parks Department
Chief Gregory Mullen, Police Department
Ben Dellucci, Fleet Management
Theron Snype, Minority Business Enterprise

3f.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Keith Benjamin DEPT. Traffic & Transportation
SUBJECT: VALET PARKING
REQUEST: Approval to establish a franchise agreement for four (4) valet parking locations with Coastal Valet, 619 Yale Drive, Charleston, SC 29412 (2 each) and with Royal Parking, 164 Market Street, Charleston, SC 29401 (2 each). Solicitation #17-B031R

COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	Jane [Signature]	<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	[Signature]	<input type="checkbox"/>
Traffic & Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in the best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

BID TABULATION SHEET

CITY OF CHARLESTON

Charleston, South Carolina

Traffic & Transportation

DATE: AUGUST 11, 2017

SOL.# 17-B031R

BUYER: ROBIN B. ROBINSON

VALET PARKING

	BIDDER	BIDDER	BIDDER	BIDDER
COMPANY NAME	Coastal Valet	Royal Parking		
COMPANY REPRESENTATIVE	Math Hall	Rock Pittman		
PHONE NUMBER	843-367-1919	877-552-PARK		
MINORITY	NO	NO		

Qty	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
4 spaces	Space A - Ann Street	2,106							
	Deposit	210.60							
4 spaces	Space B - John Street		2500						
	Deposit		250.00						
6 spaces	Space C - Broad Street	3,106.							
	Deposit	310.60							
10 spaces	Space D - Cone Street								
	Deposit								
4 spaces	Space E - Morris Street		3,245.						
	Deposit		324.50						
2 spaces	Space F - Meeting Street								
	Deposit								
	TOTAL								

COMMENTS:

BUYER:

WITNESS:

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT executed this ____ day of _____, 20____, by and between the **CITY OF CHARLESTON**, South Carolina (herein the "Grantor"), and Coastal Valet (herein the "Grantee").

WHEREAS, § 19-510 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation and City Council, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for valet parking services (the "Spaces" and individually the "Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Space as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and the Ways and Means Committee, approved the specifications for the franchising of Spaces, as are contained in the body of this Agreement; and

WHEREAS, after advertising for, and receipt of, sealed bids, it has been determined that the franchise for the Space hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the right and privilege to offer valet parking services in such Space as is hereinafter delineated, subject, however, to the terms and conditions as are hereinafter set forth.

2. Franchised Space:

A. The location of the Space which is the subject of this Agreement is located on Meeting Street and is designated as **Space A (the "Space")** on a **Map of 2017 Valet Parking Locations** marked Exhibit "A," attached hereto and incorporated by reference herein.

B. Grantee shall not be permitted to exceed the boundaries of the area established for the Space as set forth in Paragraph 2(A) above. All of the Grantee's property that is needed to operate within the Space shall be confined to the aforesaid size of the Space. Prior to the execution of this Agreement and as a condition precedent thereto, Grantor may inspect Grantee's apparatus in the Space in order to verify Grantee's ability to comply with this requirement. If Grantee's apparatus does not comply with this requirement, Grantee shall not be permitted to sign this Agreement until such time as Grantee shall comply with this requirement.

3. Term:

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods. The initial term of the Agreement shall begin when this Agreement is signed by all parties.

4. Fee:

As and for the right to utilize the Space pursuant to the terms of this Agreement, and as a fee therefore, the Grantee shall pay unto the Grantor the sum of **\$2,106.00/year**, in the form of certified funds with at least one-half (1/2) of said sum being due and payable to the Procurement Office upon the execution of this Agreement, and the remaining sum in like form being due and payable, to the Procurement Office, in full, on or before October 10, 2017.

5. Business License/Street Vendor Permit:

Notwithstanding the payment of the fee as set forth in Paragraph 4, the Grantee shall, throughout the term of this Agreement, maintain a current business license with the Grantor.

6. Public Liability Insurance:

As a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, public liability insurance insuring against personal injury, death and property damage, with minimum limits of \$500,000.00 for personal injury or death per person, per occurrence, \$1,000,000.00 for personal injury or death per occurrence in the aggregate, and \$500,000.00 for property damage, per occurrence arising out of Grantee's use of the Space. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Additionally, as a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, comprehensive automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Grantor is also required to carry Workers' Compensation & Employers' Liability Insurance in the limits required by state law. Prior to execution of this Agreement, the valet parking service shall acquire and maintain garage liability insurance with a limit of not less than \$500,000.00 for each accident.

Notwithstanding these requirements for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims and expenses that may arise, or be alleged to have arisen, as a result of the Grantee utilizing the Space which is the subject of this Agreement.

7. Indemnification:

Grantee expressly agrees, that except for expenses or liabilities arising from the negligence of the Grantor, the Grantee shall indemnify and hold the Grantor harmless against any and all expenses and liabilities arising out of the granting of this Franchise Agreement as follows: The Grantee expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Grantee, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Grantor and its employees or by any member of the public, to indemnify and save the Grantor and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Agreement. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the Grantor and its employees. This promise to indemnify shall include bodily injuries or death occurring to Grantee's employees and any person directly or indirectly employed by Grantee (including without limitation any employee of any subcontractor), the Grantor's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Grantor submits notice, Grantee shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

8. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to access to the Space from 6:00 p.m., to 11:30 p.m., on a daily basis throughout the term of this Agreement. In the event that the Grantor shall require the use of the Space for a Grantor-sponsored or Grantor-approved event, the Grantor shall provide an alternative space to Grantee for valet parking during said event. In the event that the Grantor has approved a special events permit for an event that requires the use of the Space, the Grantor shall provide an alternative space to Grantee for valet parking during the duration of the special permit. Also, in the event that construction is occurring in the vicinity of the aforesaid Space, the Grantor shall be able to relocate the Space to an adjacent area to be approved by the Grantor that is not impacted by the construction until construction is completed. Grantor reserves the right to permanently move the Space to a different location if the Grantor finds that permanently moving the space is in its best interest.

9. Maintenance of Space:

The Grantee shall, on a daily basis, remove any and all valet parking apparatus from the Space(s) at the end of the day, or during any time that the Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Space, as well as any and all areas within forty (40') feet of the perimeter of the Space.

10. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Space. Meter feeding by the Grantee, or any of its employees or agents, is expressly prohibited.

11. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable materials when possible.

12. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet any of its rights to the Space, or any of its rights under this Agreement, to any other person, firm or entity.

13. Conduct:

The Grantee shall be responsible for the conduct of its employees, and shall see that, at all times, its employees maintain a courteous demeanor to its customers and other members of the public. The Grantee shall also be responsible for ensuring that Grantee and its employees are appropriately dressed while conducting Grantee's business pursuant to the ordinances governing valet operations. Short shorts, hot pants and/or bathing suit tops shall be prohibited.

14. Change in Status:

The Grantee shall within ten (10) days after a change in status of any information or requirement necessary under this Agreement notify in writing the traffic and transportation department of the change in status.

15. Interference with Surrounding Business Activities:

The Grantee shall see that, at all times, its valet parking activities do not interfere with other authorized business activities.

16. Valet Parking Validation:

The Grantee shall maintain a parking validation system whereby surrounding businesses may pay for their customer's valet parking.

17. Operating Requirements:

The Grantee acknowledges that its agreement to abide by the requirements and obligations contained in Chapter 19, Article XIX, Section 510(g) is an essential inducement to Grantor to enter into and to grant this Franchise Agreement. The Grantor represents, and Grantee acknowledges, that Grantor would not enter into this Franchise Agreement but for Grantee's acknowledgement and agreement to abide by each such requirement and obligation.

18. Suspension/Cancellation:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Agreement or otherwise, the Grantor reserves the right to suspend or terminate or cancel this Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

- (1) violates any provision of this Agreement or any rule, order or determination of the Grantor made pursuant to this Agreement, except where such violation, other than subsection (2) below, is without fault or through excusable neglect;
- (2) violates the provisions of Chapter 19, Article XIX, of the *Code of the City of Charleston*.
- (3) becomes insolvent, unable or unwilling to pay its debts or is adjudged a bankrupt;
- (4) misrepresents its income for purposes of a business license;
- (5) is convicted of a crime of moral turpitude;
- (6) harasses or in any way interferes with other businesses operating within the City of Charleston;
- (7) attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the Grantor or its customers;
- (8) repeatedly engages in conduct that is rude or disruptive to the public order; or
- (9) fails to pay the franchise fee as provided herein.

In the event that the Grantor seeks to cancel or suspend this Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation. In the event of a cancellation, suspension, or termination, there shall be no refund of the franchise fee. There shall be no damages or costs awarded for a cancellation, suspension, or termination.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston* and shall subject the Grantee to penalties and/or fines as set forth in said § 1-16.

19. Compliance with City Ordinances:

Notwithstanding this Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to valet parking.

20. Breach of Agreement by Grantee:

A breach of this Agreement, including but not limited to the Grantee's failure to pay all sums due the Grantor as provided by this Agreement, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Space which is the subject of this Agreement or any other Space. In the event the Grantee defaults on any term of this Agreement, including non-payment of the Franchise Fee, the Grantor shall have the right to pursue all legal remedies available against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

21. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Agreement, and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Agreement are unreasonable, arbitrary or void.

22. Incorporation by Reference:

The contents of the Bid Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Vendor's Valet Service Application, and Vendor's Bid Response Form shall become part of this Franchise Agreement.

23. Modifications:

Any modifications of the provisions of this Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

24. Governing Law:

This Agreement shall be governed by the laws of the State of South Carolina as stated in the Bid Solicitation.

(THE REMAINING PORTION OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as forewritten.

WITNESSES:

CITY OF CHARLESTON

By: _____
Grantor, John J. Tecklenburg, Mayor

WITNESSES:

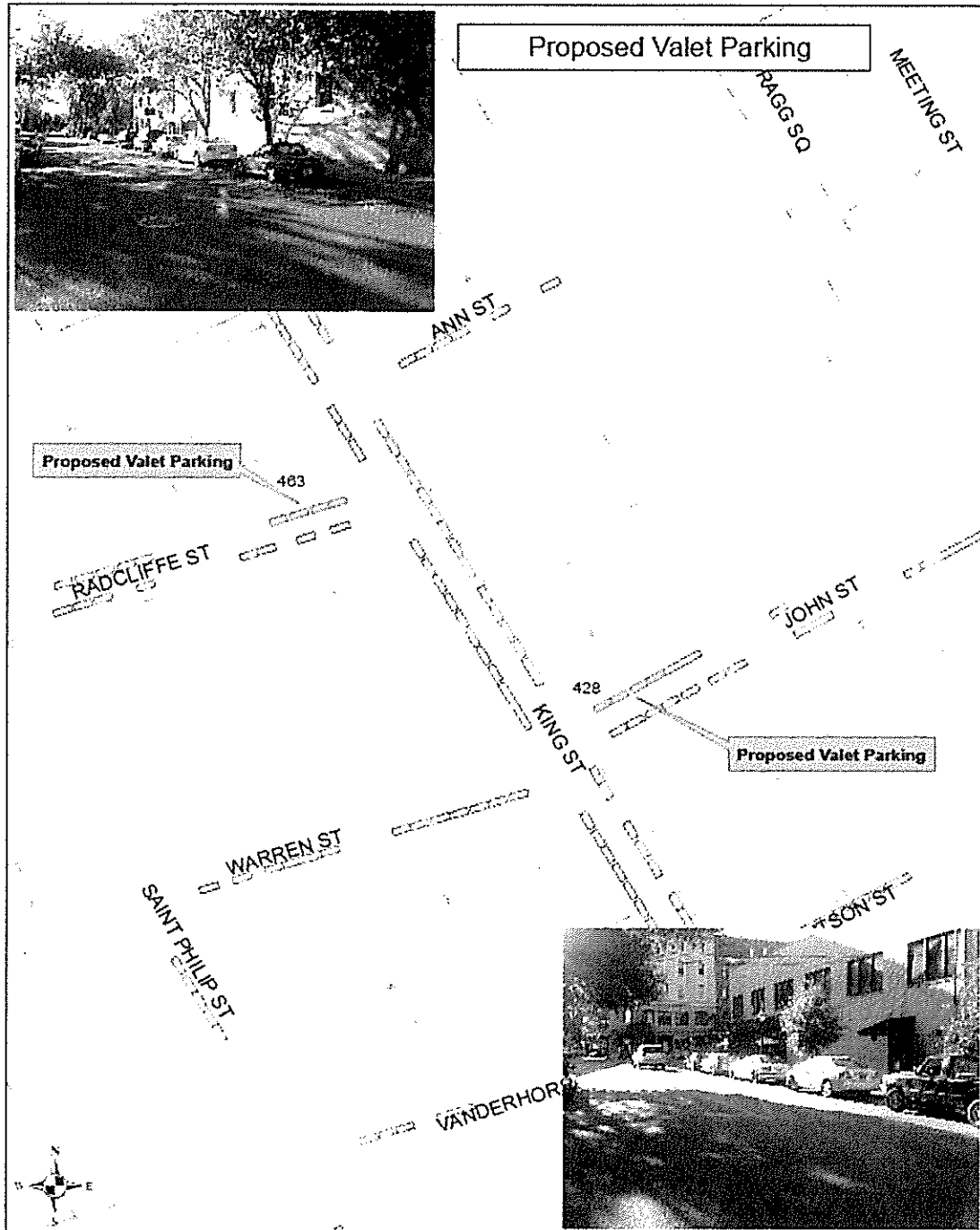
Mary Duke

By: Matt Hall
Grantee

Cherette Singleton

Matt Hall
Printed Name

Attachment A Location Map



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT executed this ____ day of _____, 20____, by and between the **CITY OF CHARLESTON**, South Carolina (herein the "Grantor"), and Royal Parking (herein the "Grantee").

WHEREAS, § 19-510 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation and City Council, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for valet parking services (the "Spaces" and individually the "Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Space as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and the Ways and Means Committee, approved the specifications for the franchising of Spaces, as are contained in the body of this Agreement; and

WHEREAS, after advertising for, and receipt of, sealed bids, it has been determined that the franchise for the Space hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the right and privilege to offer valet parking services in such Space as is hereinafter delineated, subject, however, to the terms and conditions as are hereinafter set forth.

2. Franchised Space:

A. The location of the Space which is the subject of this Agreement is located on Meeting Street and is designated as **Space B (the "Space")** on a **Map of 2017 Valet Parking Locations** marked Exhibit "B," attached hereto and incorporated by reference herein.

B. Grantee shall not be permitted to exceed the boundaries of the area established for the Space as set forth in Paragraph 2(A) above. All of the Grantee's property that is needed to operate within the Space shall be confined to the aforesaid size of the Space. Prior to the execution of this Agreement and as a condition precedent thereto, Grantor may inspect Grantee's apparatus in the Space in order to verify Grantee's ability to comply with this requirement. If Grantee's apparatus does not comply with this requirement, Grantee shall not be permitted to sign this Agreement until such time as Grantee shall comply with this requirement.

3. Term:

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods. The initial term of the Agreement shall begin when this Agreement is signed by all parties.

4. Fee:

As and for the right to utilize the Space pursuant to the terms of this Agreement, and as a fee therefore, the Grantee shall pay unto the Grantor the sum of **\$2,500.00/year**, in the form of certified funds with at least one-half (1/2) of said sum being due and payable to the Procurement Office upon the execution of this Agreement, and the remaining sum in like form being due and payable, to the Procurement Office, in full, on or before October 10, 2017.

5. Business License/Street Vendor Permit:

Notwithstanding the payment of the fee as set forth in Paragraph 4, the Grantee shall, throughout the term of this Agreement, maintain a current business license with the Grantor.

6. Public Liability Insurance:

As a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, public liability insurance insuring against personal injury, death and property damage, with minimum limits of \$500,000.00 for personal injury or death per person, per occurrence, \$1,000,000.00 for personal injury or death per occurrence in the aggregate, and \$500,000.00 for property damage, per occurrence arising out of Grantee's use of the Space. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Additionally, as a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, comprehensive automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Grantor is also required to carry Workers' Compensation & Employers' Liability Insurance in the limits required by state law. Prior to execution of this Agreement, the valet parking service shall acquire and maintain garage liability insurance with a limit of not less than \$500,000.00 for each accident.

Notwithstanding these requirements for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims and expenses that may arise, or be alleged to have arisen, as a result of the Grantee utilizing the Space which is the subject of this Agreement.

7. Indemnification:

Grantee expressly agrees, that except for expenses or liabilities arising from the negligence of the Grantor, the Grantee shall indemnify and hold the Grantor harmless against any and all expenses and liabilities arising out of the granting of this Franchise Agreement as follows: The Grantee expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Grantee, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Grantor and its employees or by any member of the public, to indemnify and save the Grantor and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Agreement. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the Grantor and its employees. This promise to indemnify shall include bodily injuries or death occurring to Grantee's employees and any person directly or indirectly employed by Grantee (including without limitation any employee of any subcontractor), the Grantor's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Grantor submits notice, Grantee shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

8. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to access to the Space from 6:00 p.m., to 11:30 p.m., on a daily basis throughout the term of this Agreement. In the event that the Grantor shall require the use of the Space for a Grantor-sponsored or Grantor-approved event, the Grantor shall provide an alternative space to Grantee for valet parking during said event. In the event that the Grantor has approved a special events permit for an event that requires the use of the Space, the Grantor shall provide an alternative space to Grantee for valet parking during the duration of the special permit. Also, in the event that construction is occurring in the vicinity of the aforesaid Space, the Grantor shall be able to relocate the Space to an adjacent area to be approved by the Grantor that is not impacted by the construction until construction is completed. Grantor reserves the right to permanently move the Space to a different location if the Grantor finds that permanently moving the space is in its best interest.

9. Maintenance of Space:

The Grantee shall, on a daily basis, remove any and all valet parking apparatus from the Space(s) at the end of the day, or during any time that the Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Space, as well as any and all areas within forty (40') feet of the perimeter of the Space.

10. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Space. Meter feeding by the Grantee, or any of its employees or agents, is expressly prohibited.

11. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable materials when possible.

12. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet any of its rights to the Space, or any of its rights under this Agreement, to any other person, firm or entity.

13. Conduct:

The Grantee shall be responsible for the conduct of its employees, and shall see that, at all times, its employees maintain a courteous demeanor to its customers and other members of the public. The Grantee shall also be responsible for ensuring that Grantee and its employees are appropriately dressed while conducting Grantee's business pursuant to the ordinances governing valet operations. Short shorts, hot pants and/or bathing suit tops shall be prohibited.

14. Change in Status:

The Grantee shall within ten (10) days after a change in status of any information or requirement necessary under this Agreement notify in writing the traffic and transportation department of the change in status.

15. Interference with Surrounding Business Activities:

The Grantee shall see that, at all times, its valet parking activities do not interfere with other authorized business activities.

16. Valet Parking Validation:

The Grantee shall maintain a parking validation system whereby surrounding businesses may pay for their customer's valet parking.

17. Operating Requirements:

The Grantee acknowledges that its agreement to abide by the requirements and obligations contained in Chapter 19, Article XIX, Section 510(g) is an essential inducement to Grantor to enter into and to grant this Franchise Agreement. The Grantor represents, and Grantee acknowledges, that Grantor would not enter into this Franchise Agreement but for Grantee's acknowledgement and agreement to abide by each such requirement and obligation.

18. Suspension/Cancellation:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Agreement or otherwise, the Grantor reserves the right to suspend or terminate or cancel this Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

- (1) violates any provision of this Agreement or any rule, order or determination of the Grantor made pursuant to this Agreement, except where such violation, other than subsection (2) below, is without fault or through excusable neglect;
- (2) violates the provisions of Chapter 19, Article XIX, of the *Code of the City of Charleston*.
- (3) becomes insolvent, unable or unwilling to pay its debts or is adjudged a bankrupt;
- (4) misrepresents its income for purposes of a business license;
- (5) is convicted of a crime of moral turpitude;
- (6) harasses or in any way interferes with other businesses operating within the City of Charleston;
- (7) attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the Grantor or its customers;
- (8) repeatedly engages in conduct that is rude or disruptive to the public order; or
- (9) fails to pay the franchise fee as provided herein.

In the event that the Grantor seeks to cancel or suspend this Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation. In the event of a cancellation, suspension, or termination, there shall be no refund of the franchise fee. There shall be no damages or costs awarded for a cancellation, suspension, or termination.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston* and shall subject the Grantee to penalties and/or fines as set forth in said § 1-16.

19. Compliance with City Ordinances:

Notwithstanding this Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to valet parking.

20. Breach of Agreement by Grantee:

A breach of this Agreement, including but not limited to the Grantee's failure to pay all sums due the Grantor as provided by this Agreement, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Space which is the subject of this Agreement or any other Space. In the event the Grantee defaults on any term of this Agreement, including non-payment of the Franchise Fee, the Grantor shall have the right to pursue all legal remedies available against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

21. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Agreement, and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Agreement are unreasonable, arbitrary or void.

22. Incorporation by Reference:

The contents of the Bid Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Vendor's Valet Service Application, and Vendor's Bid Response Form shall become part of this Franchise Agreement.

23. Modifications:

Any modifications of the provisions of this Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

24. Governing Law:

This Agreement shall be governed by the laws of the State of South Carolina as stated in the Bid Solicitation.

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IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as forewritten.

WITNESSES:

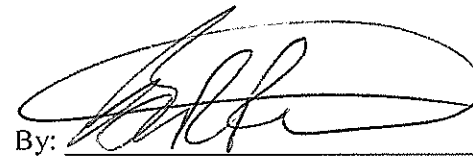
CITY OF CHARLESTON

By: _____
Grantor, John J. Tecklenburg, Mayor

WITNESSES:

 _____

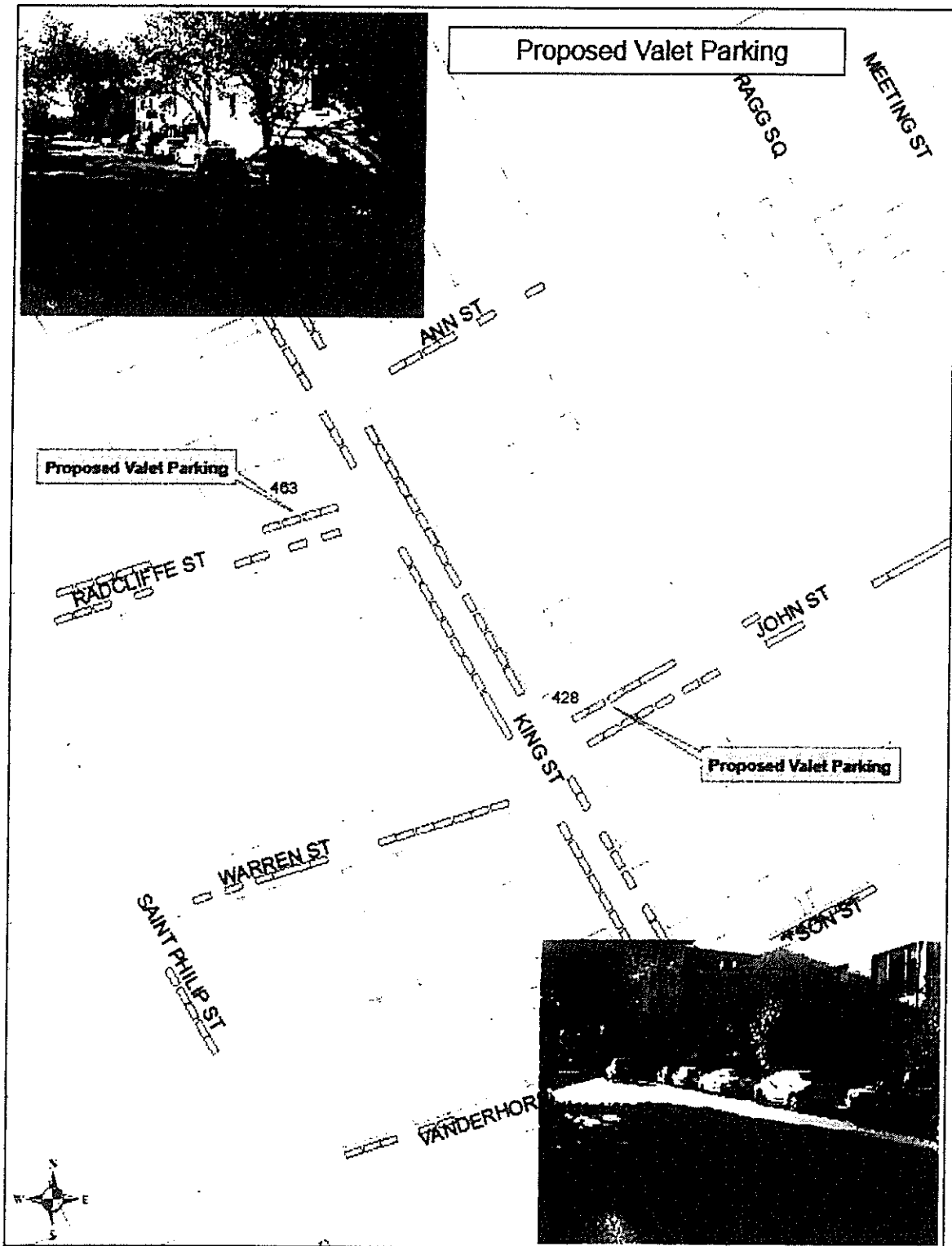
Danielle Pittman


By: _____

Grantee

Brock Pittman
Printed Name

Attachment A Location Map



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT executed this ____ day of _____, 20____, by and between the **CITY OF CHARLESTON**, South Carolina (herein the "Grantor"), and Coastal Valet (herein the "Grantee").

WHEREAS, § 19-510 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation and City Council, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for valet parking services (the "Spaces" and individually the "Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Space as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and the Ways and Means Committee, approved the specifications for the franchising of Spaces, as are contained in the body of this Agreement; and

WHEREAS, after advertising for, and receipt of, sealed bids, it has been determined that the franchise for the Space hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the right and privilege to offer valet parking services in such Space as is hereinafter delineated, subject, however, to the terms and conditions as are hereinafter set forth.

2. Franchised Space:

A. The location of the Space which is the subject of this Agreement is located on Meeting Street and is designated as **Space C (the "Space")** on a **Map of 2017 Valet Parking Locations** marked Exhibit "C," attached hereto and incorporated by reference herein.

B. Grantee shall not be permitted to exceed the boundaries of the area established for the Space as set forth in Paragraph 2(A) above. All of the Grantee's property that is needed to operate within the Space shall be confined to the aforesaid size of the Space. Prior to the execution of this Agreement and as a condition precedent thereto, Grantor may inspect Grantee's apparatus in the Space in order to verify Grantee's ability to comply with this requirement. If Grantee's apparatus does not comply with this requirement, Grantee shall not be permitted to sign this Agreement until such time as Grantee shall comply with this requirement.

3. Term:

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods. The initial term of the Agreement shall begin when this Agreement is signed by all parties.

4. Fee:

As and for the right to utilize the Space pursuant to the terms of this Agreement, and as a fee therefore, the Grantee shall pay unto the Grantor the sum of **\$3,106.00/year**, in the form of certified funds with at least one-half (1/2) of said sum being due and payable to the Procurement Office upon the execution of this Agreement, and the remaining sum in like form being due and payable, to the Procurement Office, in full, on or before October 10, 2017.

5. Business License/Street Vendor Permit:

Notwithstanding the payment of the fee as set forth in Paragraph 4, the Grantee shall, throughout the term of this Agreement, maintain a current business license with the Grantor.

6. Public Liability Insurance:

As a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, public liability insurance insuring against personal injury, death and property damage, with minimum limits of \$500,000.00 for personal injury or death per person, per occurrence, \$1,000,000.00 for personal injury or death per occurrence in the aggregate, and \$500,000.00 for property damage, per occurrence arising out of Grantee's use of the Space. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Additionally, as a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, comprehensive automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Grantor is also required to carry Workers' Compensation & Employers' Liability Insurance in the limits required by state law. Prior to execution of this Agreement, the valet parking service shall acquire and maintain garage liability insurance with a limit of not less than \$500,000.00 for each accident.

Notwithstanding these requirements for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims and expenses that may arise, or be alleged to have arisen, as a result of the Grantee utilizing the Space which is the subject of this Agreement.

7. Indemnification:

Grantee expressly agrees, that except for expenses or liabilities arising from the negligence of the Grantor, the Grantee shall indemnify and hold the Grantor harmless against any and all expenses and liabilities arising out of the granting of this Franchise Agreement as follows: The Grantee expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Grantee, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Grantor and its employees or by any member of the public, to indemnify and save the Grantor and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Agreement. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the Grantor and its employees. This promise to indemnify shall include bodily injuries or death occurring to Grantee's employees and any person directly or indirectly employed by Grantee (including without limitation any employee of any subcontractor), the Grantor's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Grantor submits notice, Grantee shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

8. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to access to the Space from 6:00 p.m., to 11:30 p.m., on a daily basis throughout the term of this Agreement. In the event that the Grantor shall require the use of the Space for a Grantor-sponsored or Grantor-approved event, the Grantor shall provide an alternative space to Grantee for valet parking during said event. In the event that the Grantor has approved a special events permit for an event that requires the use of the Space, the Grantor shall provide an alternative space to Grantee for valet parking during the duration of the special permit. Also, in the event that construction is occurring in the vicinity of the aforesaid Space, the Grantor shall be able to relocate the Space to an adjacent area to be approved by the Grantor that is not impacted by the construction until construction is completed. Grantor reserves the right to permanently move the Space to a different location if the Grantor finds that permanently moving the space is in its best interest.

9. Maintenance of Space:

The Grantee shall, on a daily basis, remove any and all valet parking apparatus from the Space(s) at the end of the day, or during any time that the Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Space, as well as any and all areas within forty (40') feet of the perimeter of the Space.

10. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Space. Meter feeding by the Grantee, or any of its employees or agents, is expressly prohibited.

11. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable materials when possible.

12. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet any of its rights to the Space, or any of its rights under this Agreement, to any other person, firm or entity.

13. Conduct:

The Grantee shall be responsible for the conduct of its employees, and shall see that, at all times, its employees maintain a courteous demeanor to its customers and other members of the public. The Grantee shall also be responsible for ensuring that Grantee and its employees are appropriately dressed while conducting Grantee's business pursuant to the ordinances governing valet operations. Short shorts, hot pants and/or bathing suit tops shall be prohibited.

14. Change in Status:

The Grantee shall within ten (10) days after a change in status of any information or requirement necessary under this Agreement notify in writing the traffic and transportation department of the change in status.

15. Interference with Surrounding Business Activities:

The Grantee shall see that, at all times, its valet parking activities do not interfere with other authorized business activities.

16. Valet Parking Validation:

The Grantee shall maintain a parking validation system whereby surrounding businesses may pay for their customer's valet parking.

17. Operating Requirements:

The Grantee acknowledges that its agreement to abide by the requirements and obligations contained in Chapter 19, Article XIX, Section 510(g) is an essential inducement to Grantor to enter into and to grant this Franchise Agreement. The Grantor represents, and Grantee acknowledges, that Grantor would not enter into this Franchise Agreement but for Grantee's acknowledgement and agreement to abide by each such requirement and obligation.

18. Suspension/Cancellation:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Agreement or otherwise, the Grantor reserves the right to suspend or terminate or cancel this Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

- (1) violates any provision of this Agreement or any rule, order or determination of the Grantor made pursuant to this Agreement, except where such violation, other than subsection (2) below, is without fault or through excusable neglect;
- (2) violates the provisions of Chapter 19, Article XIX, of the *Code of the City of Charleston*.
- (3) becomes insolvent, unable or unwilling to pay its debts or is adjudged a bankrupt;
- (4) misrepresents its income for purposes of a business license;
- (5) is convicted of a crime of moral turpitude;
- (6) harasses or in any way interferes with other businesses operating within the City of Charleston;
- (7) attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the Grantor or its customers;
- (8) repeatedly engages in conduct that is rude or disruptive to the public order; or
- (9) fails to pay the franchise fee as provided herein.

In the event that the Grantor seeks to cancel or suspend this Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation. In the event of a cancellation, suspension, or termination, there shall be no refund of the franchise fee. There shall be no damages or costs awarded for a cancellation, suspension, or termination.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston* and shall subject the Grantee to penalties and/or fines as set forth in said § 1-16.

19. Compliance with City Ordinances:

Notwithstanding this Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to valet parking.

20. Breach of Agreement by Grantee:

A breach of this Agreement, including but not limited to the Grantee's failure to pay all sums due the Grantor as provided by this Agreement, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Space which is the subject of this Agreement or any other Space. In the event the Grantee defaults on any term of this Agreement, including non-payment of the Franchise Fee, the Grantor shall have the right to pursue all legal remedies available against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

21. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Agreement, and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Agreement are unreasonable, arbitrary or void.

22. Incorporation by Reference:

The contents of the Bid Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Vendor's Valet Service Application, and Vendor's Bid Response Form shall become part of this Franchise Agreement.

23. Modifications:

Any modifications of the provisions of this Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

24. Governing Law:

This Agreement shall be governed by the laws of the State of South Carolina as stated in the Bid Solicitation.

(THE REMAINING PORTION OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as forewritten.

WITNESSES:

CITY OF CHARLESTON

By: _____
Grantor, John J. Tecklenburg, Mayor

WITNESSES:

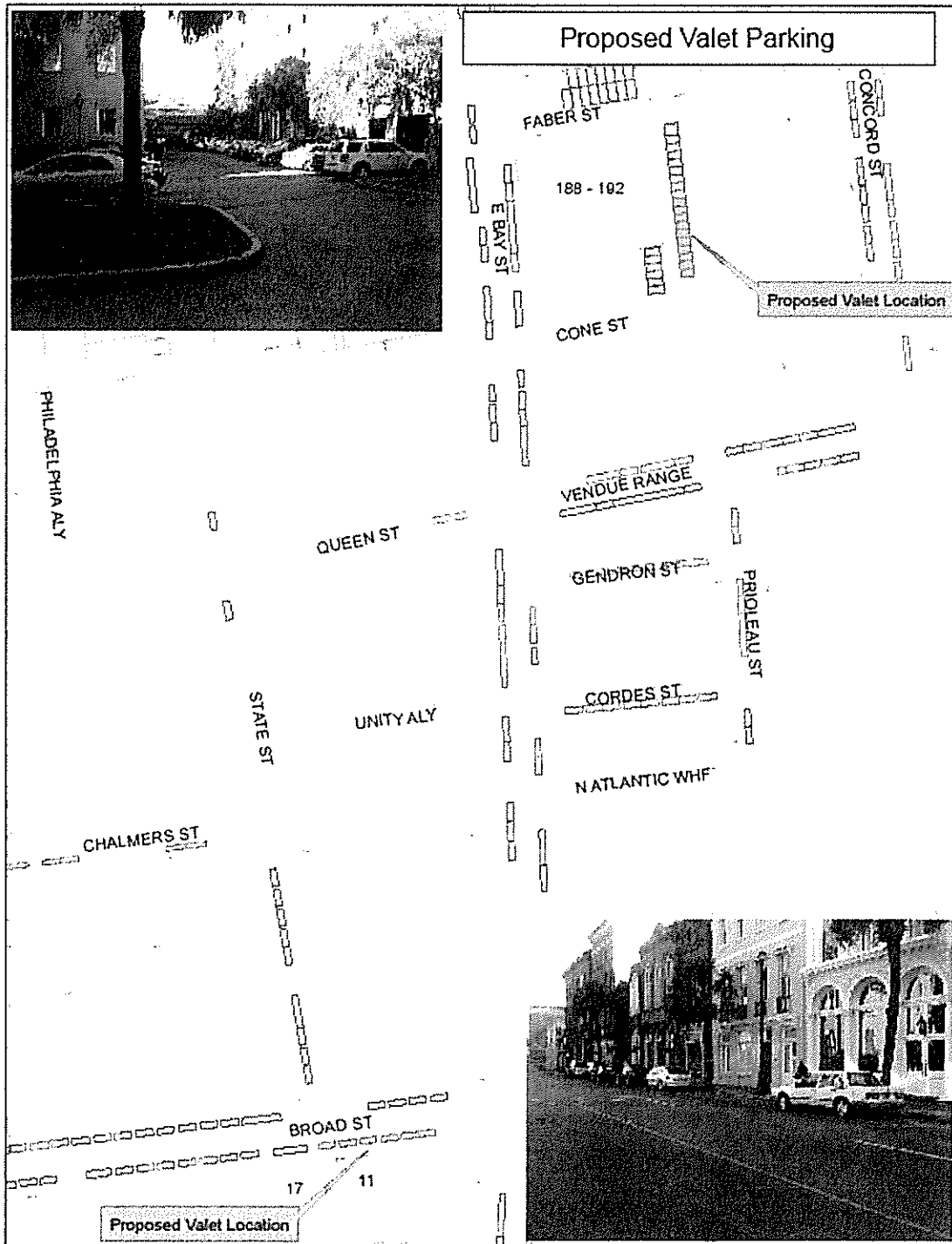
Chenette Singleton

By: Matt Hall
Grantee

Mary De Costa

MATT HALL
Printed Name

Attachment A Location Map



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT executed this ____ day of _____, 20____, by and between the **CITY OF CHARLESTON**, South Carolina (herein the "Grantor"), and Royal Parking (herein the "Grantee").

WHEREAS, § 19-510 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation and City Council, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for valet parking services (the "Spaces" and individually the "Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Space as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and the Ways and Means Committee, approved the specifications for the franchising of Spaces, as are contained in the body of this Agreement; and

WHEREAS, after advertising for, and receipt of, sealed bids, it has been determined that the franchise for the Space hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the right and privilege to offer valet parking services in such Space as is hereinafter delineated, subject, however, to the terms and conditions as are hereinafter set forth.

2. Franchised Space:

A. The location of the Space which is the subject of this Agreement is located on Meeting Street and is designated as **Space E (the "Space")** on a **Map of 2017 Valet Parking Locations** marked Exhibit "E," attached hereto and incorporated by reference herein.

B. Grantee shall not be permitted to exceed the boundaries of the area established for the Space as set forth in Paragraph 2(A) above. All of the Grantee's property that is needed to operate within the Space shall be confined to the aforesaid size of the Space. Prior to the execution of this Agreement and as a condition precedent thereto, Grantor may inspect Grantee's apparatus in the Space in order to verify Grantee's ability to comply with this requirement. If Grantee's apparatus does not comply with this requirement, Grantee shall not be permitted to sign this Agreement until such time as Grantee shall comply with this requirement.

3. Term:

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods. The initial term of the Agreement shall begin when this Agreement is signed by all parties.

4. Fee:

As and for the right to utilize the Space pursuant to the terms of this Agreement, and as a fee therefore, the Grantee shall pay unto the Grantor the sum of **\$3,245.00/year**, in the form of certified funds with at least one-half (1/2) of said sum being due and payable to the Procurement Office upon the execution of this Agreement, and the remaining sum in like form being due and payable, to the Procurement Office, in full, on or before October 10, 2017.

5. Business License/Street Vendor Permit:

Notwithstanding the payment of the fee as set forth in Paragraph 4, the Grantee shall, throughout the term of this Agreement, maintain a current business license with the Grantor.

6. Public Liability Insurance:

As a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, public liability insurance insuring against personal injury, death and property damage, with minimum limits of \$500,000.00 for personal injury or death per person, per occurrence, \$1,000,000.00 for personal injury or death per occurrence in the aggregate, and \$500,000.00 for property damage, per occurrence arising out of Grantee's use of the Space. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Additionally, as a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, comprehensive automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Grantor is also required to carry Workers' Compensation & Employers' Liability Insurance in the limits required by state law. Prior to execution of this Agreement, the valet parking service shall acquire and maintain garage liability insurance with a limit of not less than \$500,000.00 for each accident.

Notwithstanding these requirements for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims and expenses that may arise, or be alleged to have arisen, as a result of the Grantee utilizing the Space which is the subject of this Agreement.

7. Indemnification:

Grantee expressly agrees, that except for expenses or liabilities arising from the negligence of the Grantor, the Grantee shall indemnify and hold the Grantor harmless against any and all expenses and liabilities arising out of the granting of this Franchise Agreement as follows: The Grantee expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Grantee, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Grantor and its employees or by any member of the public, to indemnify and save the Grantor and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Agreement. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the Grantor and its employees. This promise to indemnify shall include bodily injuries or death occurring to Grantee's employees and any person directly or indirectly employed by Grantee (including without limitation any employee of any subcontractor), the Grantor's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Grantor submits notice, Grantee shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

8. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to access to the Space from 6:00 p.m., to 11:30 p.m., on a daily basis throughout the term of this Agreement. In the event that the Grantor shall require the use of the Space for a Grantor-sponsored or Grantor-approved event, the Grantor shall provide an alternative space to Grantee for valet parking during said event. In the event that the Grantor has approved a special events permit for an event that requires the use of the Space, the Grantor shall provide an alternative space to Grantee for valet parking during the duration of the special permit. Also, in the event that construction is occurring in the vicinity of the aforesaid Space, the Grantor shall be able to relocate the Space to an adjacent area to be approved by the Grantor that is not impacted by the construction until construction is completed. Grantor reserves the right to permanently move the Space to a different location if the Grantor finds that permanently moving the space is in its best interest.

9. Maintenance of Space:

The Grantee shall, on a daily basis, remove any and all valet parking apparatus from the Space(s) at the end of the day, or during any time that the Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Space, as well as any and all areas within forty (40') feet of the perimeter of the Space.

10. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Space. Meter feeding by the Grantee, or any of its employees or agents, is expressly prohibited.

11. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable materials when possible.

12. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet any of its rights to the Space, or any of its rights under this Agreement, to any other person, firm or entity.

13. Conduct:

The Grantee shall be responsible for the conduct of its employees, and shall see that, at all times, its employees maintain a courteous demeanor to its customers and other members of the public. The Grantee shall also be responsible for ensuring that Grantee and its employees are appropriately dressed while conducting Grantee's business pursuant to the ordinances governing valet operations. Short shorts, hot pants and/or bathing suit tops shall be prohibited.

14. Change in Status:

The Grantee shall within ten (10) days after a change in status of any information or requirement necessary under this Agreement notify in writing the traffic and transportation department of the change in status.

15. Interference with Surrounding Business Activities:

The Grantee shall see that, at all times, its valet parking activities do not interfere with other authorized business activities.

16. Valet Parking Validation:

The Grantee shall maintain a parking validation system whereby surrounding businesses may pay for their customer's valet parking.

17. Operating Requirements:

The Grantee acknowledges that its agreement to abide by the requirements and obligations contained in Chapter 19, Article XIX, Section 510(g) is an essential inducement to Grantor to enter into and to grant this Franchise Agreement. The Grantor represents, and Grantee acknowledges, that Grantor would not enter into this Franchise Agreement but for Grantee's acknowledgement and agreement to abide by each such requirement and obligation.

18. Suspension/Cancellation:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Agreement or otherwise, the Grantor reserves the right to suspend or terminate or cancel this Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

- (1) violates any provision of this Agreement or any rule, order or determination of the Grantor made pursuant to this Agreement, except where such violation, other than subsection (2) below, is without fault or through excusable neglect;
- (2) violates the provisions of Chapter 19, Article XIX, of the *Code of the City of Charleston*.
- (3) becomes insolvent, unable or unwilling to pay its debts or is adjudged a bankrupt;
- (4) misrepresents its income for purposes of a business license;
- (5) is convicted of a crime of moral turpitude;
- (6) harasses or in any way interferes with other businesses operating within the City of Charleston;
- (7) attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the Grantor or its customers;
- (8) repeatedly engages in conduct that is rude or disruptive to the public order; or
- (9) fails to pay the franchise fee as provided herein.

In the event that the Grantor seeks to cancel or suspend this Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation. In the event of a cancellation, suspension, or termination, there shall be no refund of the franchise fee. There shall be no damages or costs awarded for a cancellation, suspension, or termination.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston* and shall subject the Grantee to penalties and/or fines as set forth in said § 1-16.

19. Compliance with City Ordinances:

Notwithstanding this Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to valet parking.

20. Breach of Agreement by Grantee:

A breach of this Agreement, including but not limited to the Grantee's failure to pay all sums due the Grantor as provided by this Agreement, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Space which is the subject of this Agreement or any other Space. In the event the Grantee defaults on any term of this Agreement, including non-payment of the Franchise Fee, the Grantor shall have the right to pursue all legal remedies available against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

21. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Agreement, and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Agreement are unreasonable, arbitrary or void.

22. Incorporation by Reference:

The contents of the Bid Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Vendor's Valet Service Application, and Vendor's Bid Response Form shall become part of this Franchise Agreement.

23. Modifications:

Any modifications of the provisions of this Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

24. Governing Law:

This Agreement shall be governed by the laws of the State of South Carolina as stated in the Bid Solicitation.

(THE REMAINING PORTION OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK)


IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as forewritten.

WITNESSES:

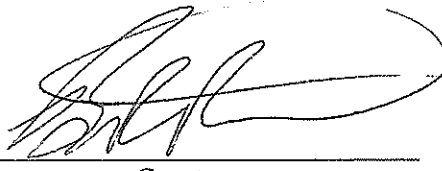
CITY OF CHARLESTON

By: _____
Grantor, John J. Tecklenburg, Mayor

WITNESSES:



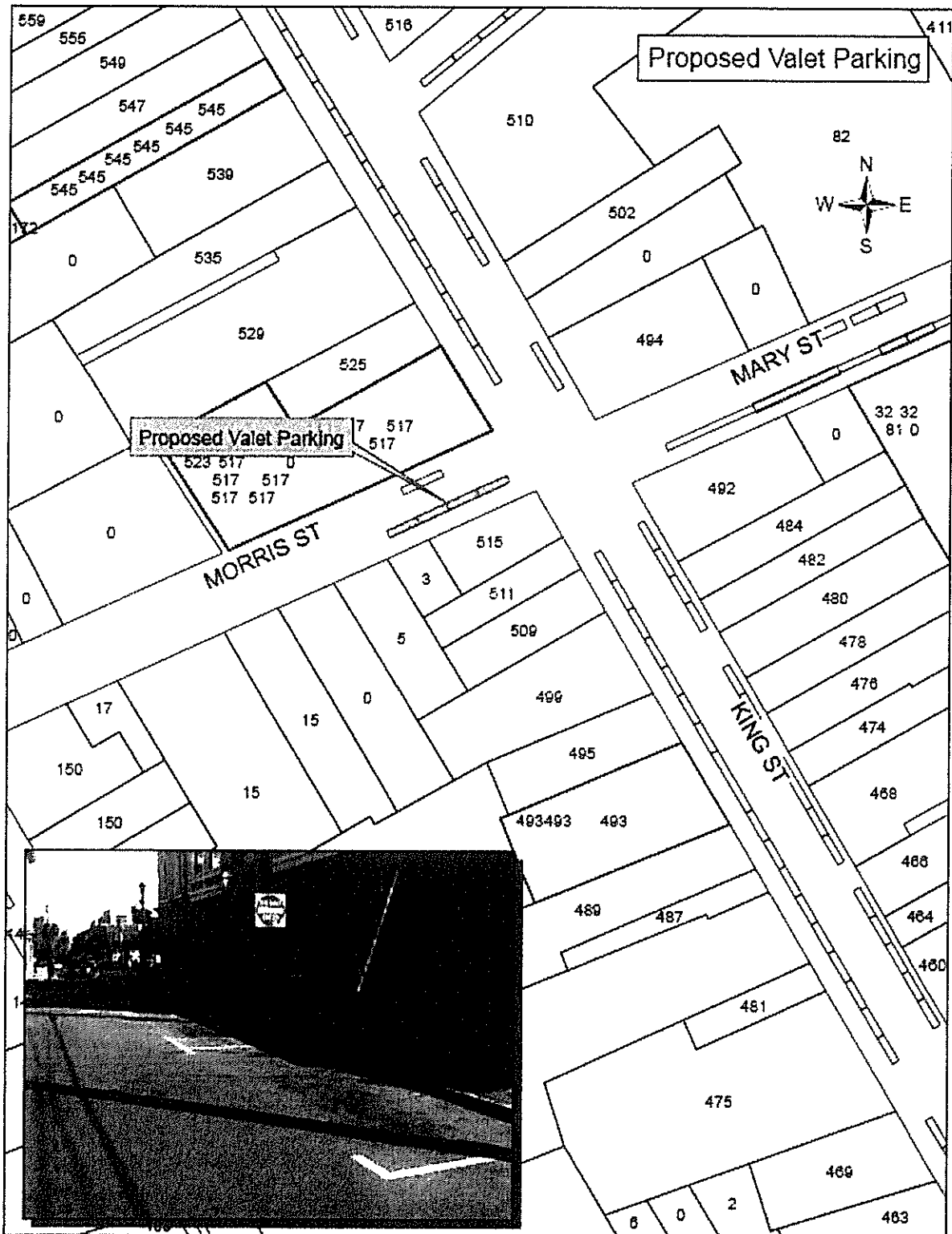
Danielle Pittman

By: 

Grantee
Brock Pittman

Printed Name

Attachment A Location Map



AN ORDINANCE

AUTHORIZING THE ISSUANCE OF CITY OF CHARLESTON PUBLIC FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE BONDS (CITY OF CHARLESTON PROJECT), SERIES 2017; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE AND SALE OF THE AFORESAID BONDS, EACH BETWEEN THE CITY OF CHARLESTON, SOUTH CAROLINA AND CITY OF CHARLESTON PUBLIC FACILITIES CORPORATION, A BOND PURCHASE AGREEMENT AMONG THE CITY, CITY OF CHARLESTON PUBLIC FACILITIES CORPORATION AND WELLS FARGO SECURITIES, AND A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT OF THE CITY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Charleston, South Carolina, a municipal corporation duly organized and existing under the laws of the State of South Carolina (the "**City**"), is authorized under the provisions of Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended, to enter into the transactions set forth below; and

WHEREAS, City of Charleston Public Facilities Corporation, a South Carolina nonprofit corporation (the "**Corporation**"), has been formed for the purpose of supporting certain activities of the City; and

WHEREAS, in accordance with the terms of a Trust Agreement dated as of September 15, 2015 (the "**Trust Agreement**") between the Corporation and U.S. Bank National Association, as trustee (the "**Trustee**"), the Corporation issued \$31,270,000 Installment Purchase Revenue Bonds (City of Charleston Project) Series 2015, dated September 15, 2015 (the "**Series 2015 Bonds**") in order to finance public safety capital improvements and acquisition of Midtown Parking Garage (collectively, the "**Project Facilities**"); and

WHEREAS, the Trust Agreement provides at Section 3.4 for the issuance of additional bonds (the "**Additional Bonds**") for, among other purposes, paying the costs of completing the Project Facilities and paying the costs of Additional Project Facilities, each as defined in the Trust Agreement; and

WHEREAS, the City has entered into a Base Lease and Conveyance Agreement dated as of September 1, 2015 (the "**Base Lease**") pursuant to which the City has conveyed the improvements located on the Real Property and leased the Real Property to the Corporation so that the Corporation could provide for the acquisition and construction of Project Facilities (all as defined in the Base Lease); and

WHEREAS, such Real Property was sold to the City under the terms of a Municipal Facilities Purchase and Occupancy Agreement dated as of September 1, 2015 (the "**Facilities Agreement**") between the Corporation and the City; and

WHEREAS, the payments to be made under the Facilities Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) have been assigned to the Trustee pursuant to the Trust Agreement in order to secure and provide a source of payment for certain bonds the proceeds of which are to be used for the payment of the costs of acquiring and constructing the Project Facilities and Additional Project Facilities; and

WHEREAS, the Corporation has determined to defray the cost of completing the Public Safety Improvements (as defined in the Original Base Lease) portion of the Project Facilities and the acquisition

of Additional Project Facilities constituting the WestEdge Garage and related public parking facilities (collectively, the "**Project**") by the issuance of a series of Additional Bonds to be known as the not exceeding \$30,000,000 Installment Purchase Revenue Bonds (City of Charleston Project) Series 2017, to be dated their date of delivery (the "**Series 2017 Bonds**") and paying certain costs related to the issuance of the Series 2017 Bonds; and

WHEREAS, the Series 2017 Bonds will be sold to Wells Fargo Securities, Bank of America Merrill Lynch and Rice Financial Products Company (the "**Underwriter**") which, as contemplated by Section H.2. of the City's Procurement Policy, have been selected through a competitive bid process conducted by the Commissioners of Public Works of the City of Charleston pursuant to the terms of a Bond Purchase Agreement (the "**Purchase Agreement**") to be entered into by the City, the Corporation and the Underwriter; and

WHEREAS, owing to changes in the bond market as well as alternative means of financing either or both aspects of the Project, it may be advantageous to the City and the Corporation to provide for the issuance of the Series 2017 Bonds for such aspects of the Project separately; and

WHEREAS, there shall be prepared the standard forms of (a) the Supplemental Base Lease; (b) the Supplemental Facilities Agreement; (c) the Purchase Agreement; and (d) the Preliminary Official Statement of the City in connection with the sale of the Series 2017 Bonds (the "**Preliminary Official Statement**"), the final versions of which shall be in substantially the form used previously; and

WHEREAS, the execution of such documents shall constitute conclusive evidence of the persons executing the same of their approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, the governing body of the City of Charleston, South Carolina (the "**City Council**"), in meeting duly assembled:

1. The Mayor (the "**Mayor**") and the Clerk to City Council are hereby authorized and directed to execute, acknowledge and deliver either (i) an amended and restated Base Lease and Conveyance Agreement and an amended and restated Municipal Facilities Purchase and Occupancy Agreement or (ii) a Supplemental Base Lease and Conveyance Agreement and a Supplemental Municipal Facilities Purchase and Occupancy Agreement, in each case in order to accomplish the purposes of the transaction contemplated in this Ordinance and as shall not be inconsistent with or contrary to such purpose. The execution of such documents shall constitute conclusive evidence of the persons executing the same of their approval.

2. The Mayor is authorized to determine if one or both aspects of the Project will be financed with the proceeds of the Series 2017 Bonds.

3. The sale of the Series 2017 Bonds to the Underwriter, with such terms, including principal maturities, maturity dates, interest rates, optional redemption features, mandatory sinking fund redemption features, and the determination as to whether and in what amount a debt service reserve fund for the Series 2017 Bonds shall be established, as set forth in the Purchase Agreement is hereby approved. The form of the Purchase Agreement is hereby approved. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement, with such changes, insertions and omissions as may be approved by the Mayor, with the advice of counsel, such execution being conclusive evidence of such approval.

4. The Preliminary Official Statement, its execution and delivery by the Mayor, and its use in the offering and sale of the Series 2015 Bonds are hereby confirmed and ratified.

5. The Official Statement of the City (the "**Official Statement**"), in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as the Mayor shall approve upon the advice of counsel, is hereby approved. The Mayor is hereby authorized and directed to execute and deliver the Official Statement.

6. The consummation of all transactions contemplated by this Ordinance and the documents authorized are hereby approved.

7. The Mayor and such other appropriate officials of the City are hereby authorized to execute, deliver and receive any and all such other agreements and documents as may be required by the City in order to carry out, give effect to and consummate the transactions contemplated by this Ordinance and the documents authorized, including without limitation a continuing disclosure certificate evidencing the City's compliance with the requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) for the Series 2017 Bonds.

8. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

9. This Ordinance shall become effective immediately upon final reading by City Council.

10. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

11. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and the Ordinance shall take effect and be in full force from and after its passage and approval.

DONE IN MEETING DULY ASSEMBLED this 26th day of September, 2017.

CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Mayor

Attest:

City Clerk

First Reading: September 12, 2017
Second Reading: September 26, 2017

[illegible]

I, the undersigned, Clerk of City Council of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of September 12 and 26, 2017.

That the said Ordinance is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of September, 2017.

Clerk of City Council of the City of Charleston,
South Carolina

AN ORDINANCE
PROVIDING FOR THE ISSUANCE AND SALE OF A \$12,000,000 SPECIAL OBLIGATION
REDEVELOPMENT BOND (COOPER RIVER BRIDGE REDEVELOPMENT PROJECT AREA),
SERIES 2017, OF THE CITY OF CHARLESTON, SOUTH CAROLINA, AND OTHER MATTERS
RELATING THERETO

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF
CHARLESTON, IN COUNCIL ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1 Recitals.

In connection with the adoption of this Ordinance, the City Council ("**City Council**") of the City of Charleston, South Carolina (the "**City**") finds and determines as follows:

Pursuant to the "Tax Increment Financing Law," codified at Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended (the "**TIF Act**"), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act. City Council by ordinance (the "**TIF Ordinance**") adopted December 18, 2007, as amended by an ordinance adopted September 26, 2017, established the Cooper River Bridge Redevelopment Project Area, the boundaries of which are shown at Exhibit B of the TIF Ordinance (the "**TIF District**"). The Cooper River Bridge Area Redevelopment Plan (the "**Improvements**", appearing at Exhibit A to the TIF Ordinance, describes the expectation that certain public improvements will be financed by borrowings secured by a pledge of both revenues generated by the TIF District, including all amounts to be deposited in the special tax allocation fund ("**TIF Revenues**").

The TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of tax increment bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, equipping, and constructing the Improvements, interest coming due on the Bonds during the construction period of the Improvements, funding debt service reserves for the Bonds, and paying the costs incurred in connection with the authorization, issuance, and sale of the Bonds. The City's Budget, Finance and Revenue Collections Department circulated to local financial institutions a request for expressions of interest for a bond secured by TIF Revenues. Upon review of the three responses received, it was determined to accept the proposal of Bank of America, N.A. (the "**Purchaser**"), a copy of which is attached hereto as Exhibit A, for a \$12,000,000 Special Obligation Redevelopment Bond (Cooper River Bridge Redevelopment Project Area), Series 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CHARLESTON, SOUTH CAROLINA, THAT:

ARTICLE II

ISSUANCE OF BOND

Section 1. Authorization; Purpose; Application of Proceeds.

Pursuant to the authority of the TIF Act, there shall be and there is hereby authorized and directed the execution, issuance, sale and delivery of a "City of Charleston, South Carolina, Special Obligation Redevelopment Bond (Cooper River Bridge Redevelopment Project Area), Series 2017" (the "**Series 2017 Bond**") in an aggregate principal amount of \$12,000,000. The Series 2017 Bond shall be dated as of its date of delivery, shall bear interest payable at such time and at such rate as set forth in Exhibit A and confirmed in writing in a certificate delivered by the Mayor. Principal will be payable at such times and in such amounts as set forth in Exhibit A and confirmed in writing in a certificate signed by the Mayor.

The Bond shall be in substantially the form attached hereto as Exhibit B with such changes as shall be determined by the Mayor, his execution to be conclusive evidence of such approval. City Council hereby delegates to the Mayor and the Chief Financial Officer the authority to take such further action as may be necessary in connection with the issuance of the Series 2017 Bond.

Section 2. Sale.

The Series 2017 Bond will be sold to the Purchaser upon the terms and conditions entered into between it and the City as shall be determined by the Mayor and the Chief Financial Officer, within the limitations set forth herein.

Section 3. Authorization of Officers of the City; Financing Agreement.

The Mayor, the Chief Financial Officer and the City Clerk of the City are hereby severally authorized and directed to execute and deliver any and all other documents, instruments and closing certificates and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance. A Financing Agreement in substantially the form set forth at Exhibit C shall be executed and delivered by the City.

Section 4. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections or parts hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provision, sentence, clause, section or part had not been included herein and such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance or of the Series 2017 Bond; however, the holder of the Series 2017 Bond shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 5. South Carolina Tax Exemption.

Both the principal and interest on the Series 2017 Bond shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 6. Security.

For the punctual payment of the principal and interest of the Series 2017 Bond, there are hereby irrevocably pledged the TIF Revenues generated from the TIF District. It is specifically recognized that any amendments to the Ordinance or the TIF Ordinance must be approved in writing by the Purchaser.

Section 7. Information.

The City will provide audited financial statements on an annual basis to the Purchaser within 270 days after the end of the fiscal year and will further provide additional information relating to the Series 2017 Bond as the Purchaser shall reasonably expect.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

DONE IN MEETING DULY ASSEMBLED, this 26th day of September, 2017.

CITY OF CHARLESTON, SOUTH CAROLINA

By _____
Mayor

Attest:

City Clerk

First Reading: September 12, 2017

Second and Third Readings: September 26, 2017

Exhibit A

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
SPECIAL OBLIGATION REDEVELOPMENT BOND
(COOPER RIVER BRIDGE REDEVELOPMENT PROJECT AREA),
SERIES 2017

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "**City**") hereby acknowledges itself indebted, and, for value received, promises to pay to Bank of America, N.A., its successors and assigns (the "**Registered Holder**") the principal sum of \$12,000,000. Interest on the outstanding principal amount of the Bond shall accrue at the rate of ____% per annum and shall be payable on ____ 1 and ____ of each year commencing ____ 1, 2018. Principal shall be payable on ____ 1, 2018 through 2032, as follows:

Due
October 1

Principal
Amount

Both the principal and interest on this Bond are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts. All payments by way of principal and interest shall be paid to the person in whose name this Bond is registered at the address shown on the Registration Book (defined below). Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

THIS BOND is issued by the City pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, an ordinance adopted by the City Council of the City ("**City Council**") and an ordinance adopted by City Council on September 26, 2017 (the "**Bond Ordinance**"). For the payment of this Bond, both principal and interest, there are pledged (A) the incremental tax revenues generated from the Cooper River Bridge Redevelopment Project Area Tax Increment District and (B) amounts on deposit in the Principal and Interest Fund, as further described in the Financing Agreement dated as of _____, 2017 (the "**Financing Agreement**"), between the City and Bank of America, N.A. Capitalized terms used but not defined in this Bond shall have the meanings assigned to such terms in the Bond Ordinance or the Financing Agreement.

The full faith, credit and taxing power of the City are not pledged to the payment of this Bond. The Bond shall at all times be registered on registry books of the City to be kept at the Office of the Clerk of Council of the City of Charleston, South Carolina, and each transfer to be valid shall be made on the registration books (the "**Registration Book**") and similarly noted on this Bond and the Form of Assignment attached hereto. The Registered Holder may at any time assign and transfer this Bond in the manner above noted.

THIS BOND is subject to prepayment in whole, or in part, on any date with seven days prior written notice to the Bank of America, N.A. by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment plus a Make-Whole Redemption premium calculated by Bank of America, N.A.

THIS BOND and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. Under presently existing statute law as judicially construed on the date of delivery hereof, the interest is excludable from gross income for federal income taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Bond, do exist, have happened and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, pursuant to the authorization of Sections 31-6-10 to 31-6-120, and Sections 5-37-10 to 5-37-180, inclusive, Code of Laws of South Carolina, 1976, and ordinance adopted by the City Council of the City of Charleston, has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Bond to be dated as of the ____ day of _____, 2017.

(SEAL)

CITY OF CHARLESTON, SOUTH CAROLINA

By _____
Mayor

Attest:

Clerk, City Council of the City of
Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond delivered at Charleston, South Carolina, is the fully registered Bond described in the within mentioned Bond Ordinances. Interest hereon accrues from September 29, 2017.

By _____
City Clerk of the City of Charleston, Registrar

_____, 2017

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond of the City of Charleston, South Carolina, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

Dated:

_____ 20__

Signature Guaranteed:

FINANCING AGREEMENT

CITY OF CHARLESTON, SOUTH CAROLINA

AND

BANK OF AMERICA, N.A.

securing the

\$12,000,000

SPECIAL OBLIGATION REDEVELOPMENT BOND
(COOPER RIVER BRIDGE REDEVELOPMENT PROJECT AREA),
SERIES 2017

OF THE CITY OF CHARLESTON, SOUTH CAROLINA

DATED AS OF SEPTEMBER 29, 2017

FINANCING AGREEMENT

This FINANCING AGREEMENT (the "**Agreement**") dated as of September 29, 2017, between the CITY OF CHARLESTON, SOUTH CAROLINA (the "**City**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), and BANK OF AMERICA, N.A., as purchaser of the hereinafter defined Series 2017 Bond (the "**Purchaser**") is being executed in connection with the issuance of the Series 2017 Bond related to the Cooper River Bridge Redevelopment Project Area, a redevelopment project area established pursuant to the hereinafter defined TIF Act.

RECITALS

WHEREAS, pursuant to the "Tax Increment Financing Law," codified at Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended (the "**TIF Act**"), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act; and

WHEREAS, the City is further authorized by the TIF Act to issue bonds payable from funds in and to be deposited in the special tax allocation fund created pursuant to Section 31-6-70 of the TIF Act and secured by a pledge of such revenues and receipts; and

WHEREAS, pursuant to an ordinance adopted by City Council on December 18, 2007 as amended by an ordinance adopted by City Council on September 26, 2017 (collectively, the "**TIF Ordinance**"), the City created the Cooper River Bridge Redevelopment Project Area (the "**Redevelopment Project Area**" or the "**TIF District**"); and

WHEREAS, the Cooper River Bridge Area Redevelopment Plan appearing at Exhibit A to the TIF Ordinance, describes the expectation that certain public improvements (the "**Improvements**") will be financed by borrowings secured by a pledge of revenues generated by the TIF District, including all amounts to be deposited in the special tax allocation fund ("**TIF Revenues**"); and

WHEREAS, the TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of tax increment bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, equipping, and constructing the Improvements, interest coming due on the bonds during the construction period of the Improvements, funding debt service reserves for the bonds, and paying the costs incurred in connection with the authorization, issuance, and sale of the bonds; and

WHEREAS, pursuant to the TIF Ordinance and an Ordinance adopted by City Council on September 26, 2017 (the "**Bond Ordinance**"), the City authorized the sale to the Purchaser of a \$12,000,000 Special Obligation Redevelopment Bond (Cooper River Bridge Redevelopment Project Area), Series 2017, delivered September 29, 2017 (the "**Series 2017 Bond**") secured by the provisions hereof, of the Bond Ordinance and of the TIF Ordinance; and

WHEREAS, the proceeds of the Series 2017 Bond will be used, together with other funds available to the City, to defray the costs of the Improvements; and

WHEREAS, the Series 2017 Bond and the certificate of authentication to be endorsed thereon are to be in substantially the form hereto attached as Exhibit "A", with necessary and appropriate variations, omissions and insertions as permitted or required by this Agreement; and

WHEREAS, all things necessary to make the Series 2017 Bond, when authenticated by the Clerk of the City Council, the legal, valid and binding obligation of the City, enforceable in accordance with the terms thereof, and to create a valid pledge of the Pledged Amounts (as hereinafter defined), herein made for the payment of the Series 2017 Bond, have been done and performed, and the creation, execution and delivery of this Agreement, and the creation, execution and issuance of the Series 2017 Bond, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THE PARTIES HERETO HAVE AND DO HEREBY MUTUALLY CONTRACT AND AGREE AS FOLLOWS:

Section 1.01. Execution

The Series 2017 Bond shall be executed by the manual signature of the Mayor of the City, and the seal of the City shall appear thereon (which may be in facsimile form) and shall be attested by the manual signature of the Clerk to City Council.

Section 1.02. Authentication; Authenticating Agent

No Series 2017 Bond shall be valid until the certificate of authentication shall have been duly executed by the Clerk of City Council as Registrar.

Section 1.03. Registration, Transfer and Exchange

The City shall cause the Clerk of City Council, as Registrar, to maintain a Registration Book to be kept at the Office of the Clerk at City Hall.

Upon surrender for registration or transfer of the Series 2017 Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of the Series 2017 Bond set forth herein, the City shall execute and the Registrar shall authenticate and deliver, in the name of the designated transferee, a new Series 2017 Bond. A Series 2017 Bond issued upon any such transfer or exchange shall be a valid obligation of the City, evidencing the same debt and entitled to the same benefits as the Series 2017 Bond surrendered upon such transfer or exchange.

Transfers and exchanges shall be made without charge to the holder of the Series 2017 Bond, except that the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of bonds.

Section 1.04. Power to Issue Bond and Create Lien

The City is duly authorized under the Act, the TIF Act and all applicable laws of the State to issue the Series 2017 Bond. The City shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge on the Pledged Amounts created herein and by the Bond Ordinance.

Section 1.05. Establishment of Principal and Interest Fund and Construction Fund

1. In connection with the Series 2017 Bond, a Principal and Interest Fund (the "**Principal and Interest Fund**"), a Construction Fund (the "**Construction Fund**") and an Administrative Expenses Fund (the "**Expense Fund**") have been established as requested by the Purchaser. The Principal and Interest Fund shall be maintained at Bank of America, N.A. or such other bank acceptable to the Purchaser (the "**Depository Bank**") and the Construction Fund shall be maintained by the City. (The Principal and Interest Fund and the Construction Fund are herein collectively referred to as the "**Funds**").

All incremental tax revenues from the TIF District as described in Section 31-6-70(2)(b) of the TIF Act and as provided by the TIF Ordinance and the Bond Ordinance (the "**Incremental Tax Revenues**") shall be deposited by the City when received to the Principal and Interest Fund (which for purposes of the TIF Act, shall be the "special tax allocation fund" of the City) and shall be retained therein until expended as required herein or released in accordance with the terms of Section 1.06 hereof. Additional moneys, if necessary, shall be deposited by the City to the Principal and Interest Fund on a quarterly basis not later than the 1st day (or if such day is not a business day, on the next succeeding business day) of each calendar quarter commencing October 1, 2018 in an amount not less than the ratable fraction of the aggregate amount of principal and interest to become due on the Series 2017 Bond on the next principal and/or interest payment date during the 12 month period beginning July 1 and ending June 30 of the subsequent year (each, a "**Bond Year**") commencing with the Bond Year beginning July 1, 2018, so that, in all cases, not less than five days prior to each principal and interest payment date, the amount of principal and interest to be paid on the Series 2017 Bond shall have been accumulated and be on hand in the Principal and Interest Fund. The Purchaser is authorized to debit moneys from the Principal and Interest Fund as needed to meet payments of principal and interest on the Series 2017 Bond, and the City will execute any documents required by the Purchaser or the Depository Bank to effect the ability of the Purchaser to debit the Principal and Interest Fund.

2. Money in the Construction Fund shall be expended only for payment of the costs of the Improvements, paying the Series 2017 Bond if moneys are not available therefor in the Principal and Interest Fund, and paying expenses incident thereto in accordance with paragraph 5 hereof. As construction progresses, the Chief Financial Officer of the City (or her designee) is authorized to withdraw from the Construction Fund moneys applicable to progress payments on aspects of the Improvements. Such costs and expenses permitted to be paid from the Construction Fund shall be limited to those defined at Section 31-6-30(6) of the TIF Act and those permitted by the TIF Ordinance.

3. The Principal and Interest Fund shall consist of a demand deposit or similar account established at the Depository Bank. The money on deposit in the Construction Fund shall be invested in investments which qualify as permissible investments as defined at Section 6-5-10 and at Sections 6-6-10 to 6-6-40, inclusive, Code of Laws of South Carolina, 1976, as amended.

4. The City shall not invest any of the moneys in the Funds in a manner contrary to any policies, rules or regulations of the Internal Revenue Service with respect to arbitrage, the violation of which policies, rules or regulations would cause the loss of the exemption of the interest on the Series 2017 Bond from Federal income taxes. Under no circumstances shall the Purchaser or the Depository Bank be held responsible for any investment violative of such policies, rules or regulations made pursuant to such a request. The "Internal Revenue Code of 1986" includes restrictions and requirements relating to the investment, use and expenditure of the proceeds of tax-exempt obligations and the use of facilities financed with such proceeds. The City hereby covenants to comply with all of the restrictions and requirements of the Internal Revenue Code of 1986 so as to preserve the tax-exempt status of interest on the Series 2017 Bond.

5. As construction progresses, the Chief Financial Officer of the City (or her designee) is authorized to withdraw from the Construction Fund moneys applicable to progress payments on aspects of the Improvements. Upon request of the Purchaser, the City shall provide the Purchaser a certificate, in form and content acceptable to the Purchaser, detailing the use of the sums withdrawn from the Construction Fund, describing the status of completion of such Improvements and certifying that the sums so withdrawn were applied to payment or reimbursement of costs incident to the construction of the Improvements and that no part of the items so paid had been previously paid. The above-described Certificate shall be duly executed by an authorized representative of the City. Upon completion of all

Improvements to be made in the TIF District, the City shall transfer moneys, if any, held in the Construction Fund to the Principal and Interest Fund. Such costs and expenses permitted to be paid from the Construction Fund are limited to those defined at Section 31-6-30(6) of the TIF Act and those permitted by the Enabling Ordinances.

Section 1.06. Security

Pursuant to Section 31-6-70 of the TIF Act, the Act and the Bond Ordinance, the City hereby pledges to the Purchaser, and the Series 2017 Bond is secured by, the Incremental Tax Revenues and amounts on deposit in the Principal and Interest Fund and the Construction Fund (collectively, the "**Pledged Amounts**"). The City shall execute any documents and cause to be taken any action reasonably requested by the Purchaser for the purpose of better securing such pledges. No Incremental Tax Revenues will be released to the overlapping political entities until the Series 2017 Bond and any further indebtedness incurred pursuant to the TIF Act is fully repaid. Whenever, as of any August 1, there shall be on deposit in the Principal and Interest Fund an amount equal to 102% of the current Bond Year's principal and interest payments, any excess therein shall, at the written request of the City, be transferred to the Construction Fund. In addition, the Mayor is authorized to negotiate with the Purchaser the release of any part of the security above described including, specifically, requesting that the Purchaser transfer additional funds in the Principal and Interest Fund to the Construction Fund.

Pursuant to Section 31-6-40 of the TIF Act, it is specifically recognized that upon payment in full of the obligation evidenced by the Series 2017 Bond and any further indebtedness incurred pursuant to the TIF Act, any surplus funds realized through the ad valorem tax levy held in the Principal and Interest Fund created herein, which Principal and Interest Fund constitutes a "special tax allocation fund," as such term is used in the TIF Act, shall be paid to the County Treasurer for distribution to the respective taxing districts in the manner and upon the terms set forth in Section 31-6-40.

Section 1.07. City Covenants and Agreements

1. The City hereby covenants that the pledge contained herein is superior to any other lien on the Pledged Amounts and further covenants that it will not issue any obligations otherwise secured by a lien on the Pledged Amounts without the prior written consent of the Purchaser.

2. Every covenant, undertaking and agreement made on behalf of the City as set forth herein or in the Bond Ordinance or in the TIF Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Series 2017 Bond. Each shall be a contract between the City and the Purchaser and any subsequent holder of the Series 2017 Bond and shall be enforceable accordingly. The Purchaser may at any time assign and transfer the Series 2017 Bond in the manner set forth in the Series 2017 Bond.

3. The City covenants to take all proper steps necessary and appropriate to maximize Incremental Tax Revenues and not to take any action, including but not limited to, the substantial alteration of the City's assets located in the TIF District, that would materially and adversely affect the amount of Incremental Tax Revenues.

4. The City covenants to use its best efforts to appropriate, from time to time, moneys from the City's General Fund in an amount necessary to principal and interest on the Series 2017 Bond when and if Pledged Amounts are not available therefor.

Section 1.09. Use of Bond Proceeds to Comply with Internal Revenue Code

The City covenants to the Purchaser that it will not make or direct the making of any investment or other use of the proceeds of the Series 2017 Bond which would cause the Series 2017 Bond to be an "arbitrage bond" as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended (the "**Code**") and/or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of the Series 2017 Bond. The City hereby further covenants and agrees to comply with the procedures and covenants contained in any arbitrage rebate agreement executed in connection with the issuance of the Series 2017 Bond for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bond.

Section 1.10. Additional Bonds

The City may issue at any time one or more series of bonds ("**Additional Bonds**") for any lawful purpose which Additional Bonds shall be on a parity with the Series 2017 Bond upon satisfaction of the following conditions:

(1) There shall exist on the occasion of the issuance of the Additional Bonds, (i) no default in the payment of the principal of or interest on the Series 2017 Bond or any Additional Bonds previously issued; (ii) no default under any covenant or agreement made by the City in connection with the Series 2017 Bond or any Additional Bonds previously issued, or (iii) no Event of Default (as such term is defined below); and

(2) The Incremental Tax Revenues received from the Charleston County Treasurer for the fiscal year next preceding the issuance of the proposed Additional Bonds shall have been equal to at least 120% of the maximum annual principal and interest requirements for the then current or any succeeding fiscal year for the Series 2017 Bond, any Additional Bonds previously issued and the Additional Bonds proposed to be issued.

Section 1.11. Compliance With Other Contracts and Agreements

The City shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the City enters into in connection with the issuance of the Series 2017 Bond.

Section 1.12. Further Assurances

The City shall not enter into any contract or take any action by which the rights of the Purchaser may be impaired. The City (i) represents and warrants there are no other liens, pledges or claims in the Pledged Amounts; and (ii) except in compliance with Section 1.10 herein, covenants it will not encumber in any manner any of the Pledged Amounts and will not incur any indebtedness or obligations secured by all or any portion of the Pledged Amounts without the prior written consent of the Purchaser.

Section 1.13. Events of Default Defined

Each of the following shall be an "Event of Default," with respect to the Series 2017 Bond:

(a) if payment of any installment of interest on the Series 2017 Bond is not made when it becomes due and payable; or

(b) if payment of the principal of the Series 2017 Bond is not made when it becomes due and payable; or

(c) if the City, for any reason, is rendered incapable of fulfilling its obligations under this Agreement, the TIF Ordinance, the Bond Ordinance, or under the Act or the TIF Act; or

(d) if the City proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the City or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the City and if such is not vacated, dismissed or stayed on appeal within 90 days; or

(e) if the City defaults in the due and punctual performance of any other covenant in this Agreement, the TIF Ordinance or the Bond Ordinance and such default continues for 60 days after written notice requiring the same to be remedied shall have been given to the City, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such 60 day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the City shall commence such performance within such 60 day period and shall diligently and continuously prosecute the same to completion.

Section 1.14. Remedies/Legal Proceedings by Purchaser

Upon an Event of Default, the entire proceeds of the Pledged Amounts shall be deposited to the Principal and Interest Fund until such time as the Principal and Interest Fund contains the sum required by paragraph 1 of Section 1.05.

If any Event of Default with respect to the Series 2017 Bond has occurred and is continuing, the Purchaser may by mandamus, or other suit, action or proceeding at law or in equity, enforce all its rights including, without limitation, the right to require the City to carry out any agreements with, or for the benefit of, the Purchaser and to perform its or their duties under this Agreement, the TIF Ordinance, the Bond Ordinance, the Act or the TIF Act.

Section 1.15. Delays and Omissions Not to Impair Rights

No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default.

Section 1.16. Audited Financials

The City shall, not later than 270 days following the completion of each fiscal year, commencing December 31, 2017, provide to the Purchaser the audited financials for that fiscal year. Additionally, the City, upon the request of the Purchaser, shall provide such other information regarding Incremental Tax Revenues as reasonably requested.

Section 1.17. Miscellaneous

1. If any section, paragraph, clause or provision of the TIF Ordinance or the Bond Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not

affect any of the remaining provisions of the TIF Ordinance or the Bond Ordinance. Amendment of this Agreement, the TIF Ordinance or the Bond Ordinance may be made only with the written approval of the Purchaser. The terms of the TIF Ordinance and the Bond Ordinance are hereby incorporated by reference.

2. Certain capitalized terms not otherwise defined shall have the meanings ascribed thereto in the Recitals and the Bond Ordinance.

3. This Agreement is binding upon, and for the benefit of, the Purchaser and its successors and assigns as holder of the Series 2017 Bond.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands as of this the 23rd day of September, 2017.

CITY OF CHARLESTON, SOUTH CAROLINA

BY _____
Mayor

ATTEST:

Clerk, City Council of the City of Charleston, South
Carolina

BANK OF AMERICA, N.A.

BY _____

TITLE _____

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
SPECIAL OBLIGATION REDEVELOPMENT BOND
(COOPER RIVER BRIDGE REDEVELOPMENT PROJECT AREA),
SERIES 2017

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "City") hereby acknowledges itself indebted, and, for value received, promises to pay to Bank of America, N.A., its successors and assigns (the "**Registered Holder**") the principal sum of \$12,000,000. Interest only on the outstanding principal amount of the Bond shall accrue at the rate of 2.31% per annum and shall be payable on April 1 and October 1, commencing April 1, 2018 [PAYMENT DATES TO BE CONFIRMED]. Principal shall be payable on October 1 of each year as follows:

<u>Due</u>	<u>Principal Amount</u>
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

Both the principal and interest on this Bond are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

THIS BOND is issued by the City pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, the Municipal Improvements Act of 1999 codified as Sections 5-37-10 to 5-37-180, Code of Laws of South Carolina 1976, as amended, an ordinance adopted by the City Council of the City ("**City Council**") on December 18, 2007, as amended by an ordinance adopted by City Council on September 26, 2017 (collectively, the "**TIF Ordinance**") and an ordinance adopted by City Council on September 26, 2017 (the "**Bond Ordinance**"). For the payment of this Bond, both principal and interest, there are pledged (A) the incremental tax revenues generated from the Cooper River Bridge Redevelopment Project Area Tax Increment District and (B) amounts on deposit in the Principal and Interest Fund and the Construction Fund, as further described in the Financing Agreement dated as of September 29, 2017 (the "**Financing Agreement**"), between the City and Bank of America, N.A. Capitalized terms used but not defined in this Bond shall have the meanings assigned to such terms in the Bond Ordinance or the Financing Agreement.

The full faith, credit and taxing power of the City are not pledged to the payment of this Bond. The Bond shall at all times be registered on registry books of the City to be kept at the Office of the Clerk of

Council of the City of Charleston, South Carolina, and each transfer to be valid shall be made on the registration books (the "**Registration Book**") and similarly noted on this Bond and the Form of Assignment attached hereto. The Registered Holder may at any time assign and transfer this Bond in the manner above noted.

THIS BOND is subject to prepayment in whole, or in part, on any date with seven days prior written notice to the Bank of America, N.A. by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment plus a Make-Whole Redemption premium calculated by Bank of America, N.A.

THIS BOND and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer taxes and certain franchise taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Bond, do exist, have happened and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, pursuant to the authorization of Sections 31-6-10 to 31-6-120 and Sections 5-37-10 to 5-37-180, inclusive, Code of Laws of South Carolina, 1976, the Enabling Ordinances and the Bond Ordinance, has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Bond to be dated as of the 29th day of September, 2016.

(SEAL)

THE CITY OF CHARLESTON, SOUTH
CAROLINA

BY _____
Mayor

Attest:

Clerk, City Council of the City of
Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond delivered at Charleston, South Carolina, is the fully registered Bond described in the within mentioned Bond Ordinance. Interest hereon accrues from September 29, 2017.

By _____
City Clerk of the City of Charleston, Registrar

September 29, 2017

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond of the City of Charleston, South Carolina, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

Dated:

_____ 20__

Signature Guaranteed:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina, DO
HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by
the said City Council, having been read at two duly called and regularly held meetings at which a quorum
attended and remained throughout on each of September 12 and 26, 2017.

That the said Ordinance is now in full force and effect and has not been modified, amended,
repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of September, 2017.

Clerk of the City Council of Charleston, South Carolina

6.)

AN ORDINANCE

AMENDING ORDINANCE NO. 2007-232 IN ORDER TO SUPPLEMENT THE PLAN FOR THE REDEVELOPMENT OF SUCH AREA BY INCLUDING AS A REDEVELOPMENT PROJECT IN SUCH ORDINANCE AFFORDABLE HOUSING AS DEFINED AT SECTION 31-6-30(6), SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

INCIDENT TO THE ADOPTION OF THIS ORDINANCE, CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT:

1. During its 1984 Session, the General Assembly of South Carolina adopted the "Tax Increment Financing Law" codified at Section 31-6-10 to 31-6-120, Code of Laws of South Carolina, as amended (the "Tax Increment Financing Law").

2. Pursuant to the Tax Increment Financing Law, City Council of the City of Charleston ("City Council") by Ordinance No. 2007-232 established the Cooper River Bridge Redevelopment Project Area (the "Redevelopment Project Area") and established for that area a Cooper River Bridge Area Redevelopment Plan (the "Redevelopment Plan"), including Redevelopment projects, all as contemplated by the Tax Increment Financing Law.

3. In 2008, shortly after adoption of Ordinance No. 2007-232 including, among other things, the Redevelopment Plan and the "Specific Public Investments" to be undertaken therein, the South Carolina General Assembly amended the definition of Redevelopment project at Section 31-6-30(6) of the Tax Increment Financing Law by adding the following:

A Redevelopment project for purposes of this chapter also includes affordable housing projects where all or a part of new property tax revenues generated in the tax increment financing district are used to provide or support publicly owned affordable housing in the district or is used to provide infrastructure projects to support privately owned affordable housing in the district. The term "affordable housing" as used herein means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD)."

4. City Council is permitted by Section 31-6-80(F)(2) of the Tax Increment Financing Law to make changes to the redevelopment plan by amending the Specific Public Improvements set forth therein.

5. Pursuant to Section 31-6-80(F)(2) and 31-6-30(6) of the Tax Increment Financing Law, City Council has determined to identify Affordable Housing as an additional public infrastructure improvement to be included in Ordinance No. 2007-232 as a Redevelopment project, the cost of which may be defrayed from incremental tax revenues.

6. Therefore, it is now appropriate and necessary in order to proceed with this supplement to Ordinance No. 2007-232.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

SECTION 1. City Council confirms all the findings of fact contained in the recitals of this Ordinance.

SECTION 2. City Council affirms the Tax Increment Finance Plan previously adopted in Ordinance 2007-232 setting forth the need and the proposed use of tax increment financing in relationship to the Redevelopment plan.

SECTION 3. City Council approves the supplement to the Redevelopment projects as set forth in Exhibit A attached hereto to be included with those set forth in the Tax Increment Finance Plan as originally approved in Ordinance No. 2007-232.

SECTION 4. As required by Section 31-6-80(B) of the Tax Increment Financing Law, a public hearing was held September 26, 2017, after publication of notice of such hearing in the *Post & Courier* on September 8, 2017. The form of such notice is set forth at Exhibit B.

SECTION 5. As required by Section 31-6-80 of the Tax Increment Financing Law, notice of the adoption of this ordinance shall be published in the *Post & Courier*, a newspaper having general circulation in the affected taxing districts. The form of such notice is set forth at Exhibit C.

SECTION 6. Let a copy of this ordinance and its exhibits be mailed to representatives of Charleston County, the Charleston County School District, the Charleston County Aviation Authority and the Charleston County Parks and Recreation Commission.

SECTION 7. This Ordinance shall become effective upon ratification.

Ratified in City Council this 26th day of September, 2017

By: _____
John J. Tecklenburg,
Mayor, City of Charleston

ATTEST: _____
Vanessa Turner Maybank,
Clerk, City of Charleston

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, the undersigned, Clerk of City Council of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of September 12 and 26, 2017.

That the said Ordinance is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of _____, 2017.

Clerk of City Council of the City of Charleston,
South Carolina

REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT

The Redevelopment Plan contained in Ordinance No. 2007-232 is hereby amended to include affordable housing projects to provide or support publicly owned affordable housing or public infrastructure projects to support privately owned affordable housing. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development, or such other amount as shall be set forth in the definition of Affordable housing appearing at Section 31-6-30(6), South Carolina Code of Laws, 1976 as amended.

NOTICE OF PUBLIC HEARING

By ordinance adopted December 18, 2007, City Council of the City of Charleston, South Carolina ("City Council") (collectively, the "Ordinance") established the Cooper River Bridge Redevelopment Project Area (the "District" or the "Project Area") as permitted by the Tax Increment Financing Law (the "Act") set forth at Sections 31-6-10 to 31-6-110, Code of Laws of South Carolina, 1976, as amended.

As required by Section 31-6-80(B) of the Act, notice is hereby given that on Tuesday, September 26, 2017, at 5:00 p.m. at the Gibbes Museum of Art, 135 Meeting Street, Charleston, South Carolina, City Council will conduct a public hearing on the approval of amendments to the nature of the Redevelopment plan of the District, including Redevelopment projects, pursuant to the provisions of Section 31-6-80 of the Act.

As required by Section 31-6-80(B) of the Act, notification is given that all interested persons will be given an opportunity to be heard at the public hearing.

As required by Section 31-6-80(F)(2) of the Act, the public infrastructure capital improvements which will supplement the redevelopment plan and redevelopment project in the Ordinance are improvements to include affordable housing projects to provide or support publicly owned affordable housing or public infrastructure projects to support privately owned affordable housing. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development.

Funding for these projects is expected to come from a variety of sources and the availability of public or private moneys for one or more of these undertakings may beneficially affect the source of funding for the remaining improvements. The City expects incremental tax revenues and tax increment bonds of the District to be used to defray the cost of the above specific Redevelopment projects as well as the other projects described in the Ordinance.

The Redevelopment plan describes the City of Charleston's expectation that the investment of public money to provide the sort of facilities described above and in the Ordinance will make the area increasingly attractive for private investment. It is anticipated that as a result of the public investment in the District, blight, deterioration and other problems will be ameliorated and under-utilized and vacant buildings and properties will be rehabilitated. Please contact the Department of Economic Development for additional information about the redevelopment plan or to request a copy of such plan.

/s/ Vanessa Turner-Maybank
Clerk, Charleston City Council

Date of Publication: September 8, 2017

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that by Ordinance effective September 26, 2017, the City Council of the City of Charleston has approved amendments to the Cooper River Bridge Area Redevelopment Plan.

Notice is further given that the provisions of Section 31-6-80, Code of Laws of South Carolina, 1976, provide that any interested party may, within twenty days after the date of publication of this notice of adoption of the redevelopment plan, but not afterwards, challenge the validity of such adoption by action de novo in the Court of Common Pleas of Charleston County.

By order of the City Council of the City of Charleston.

Vanessa Turner Maybank
Clerk, City of Charleston, South Carolina

Date of Publication:

September 28, 2017

AN ORDINANCE
PROVIDING FOR THE ISSUANCE AND SALE OF A \$3,000,000 SPECIAL OBLIGATION REDEVELOPMENT BOND (HORIZON REDEVELOPMENT PROJECT AREA), SERIES 2017, OF THE CITY OF CHARLESTON, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CHARLESTON, IN COUNCIL ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1 Recitals.

In connection with the adoption of this Ordinance, the City Council ("**City Council**") of the City of Charleston, South Carolina (the "**City**") finds and determines as follows:

Pursuant to the "Tax Increment Financing Law," codified at Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended (the "**TIF Act**"), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act. City Council by ordinance (the "**TIF Ordinance**") adopted December 16, 2008, established the Horizon Redevelopment Project Area, the boundaries of which are shown at Exhibit B of the TIF Ordinance (the "**TIF District**"). The Horizon Area Redevelopment Plan (the "**Improvements**", appearing at Exhibit A to the TIF Ordinance, describes the expectation that certain public improvements will be financed by borrowings secured by a pledge of both revenues generated by the TIF District, including all amounts to be deposited in the special tax allocation fund ("**TIF Revenues**").

The TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of tax increment bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, equipping, and constructing the Improvements, interest coming due on the Bonds during the construction period of the Improvements, funding debt service reserves for the Bonds, and paying the costs incurred in connection with the authorization, issuance, and sale of the Bonds. The City's Budget, Finance and Revenue Collections Department recently circulated to local financial institutions a request for expressions of interest for a bond secured by TIF Revenues generated by the Cooper River Bridge Redevelopment Project Area. Upon review of the three responses received, it was determined to accept the proposal of Bank of America, N.A. (the "**Purchaser**"), a copy of which is attached hereto as Exhibit A, for a \$12,000,000 Special Obligation Redevelopment Bond (Cooper River Bridge Redevelopment Project Area), Series 2017. The City requested and the Purchaser agreed to the sale and delivery of a \$3,000,000 Special Obligation Redevelopment Bond (Horizon Redevelopment Project Area), Series 2017 to the Purchaser on terms identical to those in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, THAT:

ARTICLE II

ISSUANCE OF BOND

Section 1. Authorization; Purpose; Application of Proceeds.

Pursuant to the authority of the TIF Act, there shall be and there is hereby authorized and directed the execution, issuance, sale and delivery of a "City of Charleston, South Carolina, Special Obligation Redevelopment Bond (Horizon Redevelopment Project Area), Series 2017" (the "**Series 2017 Bond**") in an aggregate principal amount of \$3,000,000. The Series 2017 Bond shall be dated as of the date of delivery, shall bear interest payable at such time and at such rate as set forth in Exhibit A and confirmed in writing in a certificate delivered by the Mayor. Principal will be payable at such times and in such amounts as set forth in Exhibit A and confirmed in writing in a certificate signed by the Mayor.

The Bond shall be in substantially the form attached hereto as Exhibit B with such changes as shall be determined by the Mayor, his execution to be conclusive evidence of such approval. City Council hereby delegates to the Mayor and the Chief Financial Officer the authority to take such further action as may be necessary in connection with the issuance of the Series 2017 Bond.

Section 2. Sale.

The Series 2017 Bond will be sold to the Purchaser upon the terms and conditions entered into between it and the City as shall be determined by the Mayor and the Chief Financial Officer, within the limitations set forth herein.

Section 3. Authorization of Officers of the City; Financing Agreement.

The Mayor, the Chief Financial Officer and the City Clerk of the City are hereby severally authorized and directed to execute and deliver any and all other documents, instruments and closing certificates and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance. A Financing Agreement in substantially the form set forth at Exhibit C shall be executed and delivered by the City.

Section 4. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections or parts hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provision, sentence, clause, section or part had not been included herein and such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance or of the Series 2017 Bond; however, the holder of the Series 2017 Bond shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 5. South Carolina Tax Exemption.

Both the principal and interest on the Series 2017 Bond shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 6. Security.

For the punctual payment of the principal and interest of the Series 2017 Bond, there are hereby irrevocably pledged the TIF Revenues generated from the TIF District. It is specifically recognized that any amendments to the Ordinance or the TIF Ordinance must be approved in writing by the Purchaser.

Section 7. Information.

The City will provide audited financial statements on an annual basis to the Purchaser within 270 days after the end of the fiscal year and will further provide additional information relating to the Series 2017 Bond as the Purchaser shall reasonably expect.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

DONE IN MEETING DULY ASSEMBLED, this 26th day of September, 2017.

CITY OF CHARLESTON, SOUTH CAROLINA

By _____
Mayor

Attest:

City Clerk

First Reading: September 12, 2017

Second and Third Readings: September 26, 2017

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
SPECIAL OBLIGATION REDEVELOPMENT BOND
(HORIZON REDEVELOPMENT PROJECT AREA),
SERIES 2017

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "**City**") hereby acknowledges itself indebted, and, for value received, promises to pay to Bank of America, N.A., its successors and assigns (the "**Registered Holder**") the principal sum of \$3,000,000. Interest on the outstanding principal amount of the Bond shall accrue at the rate of ____% per annum and shall be payable on ____ 1 and ____ 1 of each year commencing ____ 1, 2018. Principal shall be payable on ____ 1, 2018 through 2032, as follows:

Due
October 1

Principal
Amount

Both the principal and interest on this Bond are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts. All payments by way of principal and interest shall be paid to the person in whose name this Bond is registered at the address shown on the Registration Book (defined below). Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

THIS BOND is issued by the City pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, an ordinance adopted by the City Council of the City ("**City Council**") and an ordinance adopted by City Council on September 26, 2017 (the "**Bond Ordinance**"). For the payment of this Bond, both principal and interest, there are pledged (A) the incremental tax revenues generated from the Horizon Redevelopment Project Area Tax Increment District and (B) amounts on deposit in the Principal and Interest Fund, as further described in the Financing Agreement dated as of _____, 2017 (the "**Financing Agreement**"), between the City and Bank of America, N.A. Capitalized terms used but not defined in this Bond shall have the meanings assigned to such terms in the Bond Ordinance or the Financing Agreement.

The full faith, credit and taxing power of the City are not pledged to the payment of this Bond. The Bond shall at all times be registered on registry books of the City to be kept at the Office of the Clerk

of Council of the City of Charleston, South Carolina, and each transfer to be valid shall be made on the registration books (the "**Registration Book**") and similarly noted on this Bond and the Form of Assignment attached hereto. The Registered Holder may at any time assign and transfer this Bond in the manner above noted.

THIS BOND is subject to prepayment in whole, or in part, on any date with seven days prior written notice to the Bank of America, N.A. by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment plus a Make-Whole Redemption premium calculated by Bank of America, N.A.

THIS BOND and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. Under presently existing statute law as judicially construed on the date of delivery hereof, the interest is excludable from gross income for federal income taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Bond, do exist, have happened and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, pursuant to the authorization of Sections 31-6-10 to 31-6-120, and Sections 5-37-10 to 5-37-180, inclusive, Code of Laws of South Carolina, 1976, and ordinance adopted by the City Council of the City of Charleston, has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Bond to be dated as of the ____ day of _____, 2017.

(SEAL)

CITY OF CHARLESTON, SOUTH CAROLINA

By _____
Mayor

Attest:

Clerk, City Council of the City of
Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond delivered at Charleston, South Carolina, is the fully registered Bond described in the within mentioned Bond Ordinances. Interest hereon accrues from September 29, 2017.

By _____
City Clerk of the City of Charleston, Registrar

_____, 2017

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond of the City of Charleston, South Carolina, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

Dated:

_____ 20__

Signature Guaranteed:

FINANCING AGREEMENT

CITY OF CHARLESTON, SOUTH CAROLINA

AND

BANK OF AMERICA, N.A.

securing the

\$3,000,000

SPECIAL OBLIGATION REDEVELOPMENT BOND
(HORIZON REDEVELOPMENT PROJECT AREA),
SERIES 2017

OF THE CITY OF CHARLESTON, SOUTH CAROLINA

DATED AS OF SEPTEMBER 29, 2017

FINANCING AGREEMENT

This FINANCING AGREEMENT (the "**Agreement**") dated as of September 29, 2017, between the CITY OF CHARLESTON, SOUTH CAROLINA (the "**City**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), and BANK OF AMERICA, N.A., as purchaser of the hereinafter defined Series 2017 Bond (the "**Purchaser**") is being executed in connection with the issuance of the Series 2017 Bond related to the Horizon Redevelopment Project Area, a redevelopment project area established pursuant to the hereinafter defined TIF Act.

RECITALS

WHEREAS, pursuant to the "Tax Increment Financing Law," codified at Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended (the "**TIF Act**"), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act; and

WHEREAS, the City is further authorized by the TIF Act to issue bonds payable from funds in and to be deposited in the special tax allocation fund created pursuant to Section 31-6-70 of the TIF Act and secured by a pledge of such revenues and receipts; and

WHEREAS, pursuant to an ordinance adopted by City Council on December 16, 2008 (the "**TIF Ordinance**"), the City created the Horizon Redevelopment Project Area (the "**Redevelopment Project Area**" or the "**TIF District**"); and

WHEREAS, the Horizon Area Redevelopment Plan appearing at Exhibit A to the TIF Ordinance, describes the expectation that certain public improvements (the "**Improvements**") will be financed by borrowings secured by a pledge of revenues generated by the TIF District, including all amounts to be deposited in the special tax allocation fund ("**TIF Revenues**"); and

WHEREAS, the TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of tax increment bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, equipping, and constructing the Improvements, interest coming due on the bonds during the construction period of the Improvements, funding debt service reserves for the bonds, and paying the costs incurred in connection with the authorization, issuance, and sale of the bonds; and

WHEREAS, pursuant to the TIF Ordinance and an Ordinance adopted by City Council on September 26, 2017 (the "**Bond Ordinance**"), the City authorized the sale to the Purchaser of a \$3,000,000 Special Obligation Redevelopment Bond (Horizon Redevelopment Project Area), Series 2017, delivered September 29, 2017 (the "**Series 2017 Bond**") secured by the provisions hereof, of the Bond Ordinance and of the TIF Ordinance; and

WHEREAS, the proceeds of the Series 2017 Bond will be used, together with other funds available to the City, to defray the costs of the Improvements; and

WHEREAS, the Series 2017 Bond and the certificate of authentication to be endorsed thereon are to be in substantially the form hereto attached as Exhibit "A", with necessary and appropriate variations, omissions and insertions as permitted or required by this Agreement; and

WHEREAS, all things necessary to make the Series 2017 Bond, when authenticated by the Clerk of the City Council, the legal, valid and binding obligation of the City, enforceable in accordance with the terms thereof, and to create a valid pledge of the Pledged Amounts (as hereinafter defined), herein made for the payment of the Series 2017 Bond, have been done and performed, and the creation, execution and delivery of this Agreement, and the creation, execution and issuance of the Series 2017 Bond, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THE PARTIES HERETO HAVE AND DO HEREBY MUTUALLY CONTRACT AND AGREE AS FOLLOWS:

Section 1.01. Execution

The Series 2017 Bond shall be executed by the manual signature of the Mayor of the City, and the seal of the City shall appear thereon (which may be in facsimile form) and shall be attested by the manual signature of the Clerk to City Council.

Section 1.02. Authentication; Authenticating Agent

No Series 2017 Bond shall be valid until the certificate of authentication shall have been duly executed by the Clerk of City Council as Registrar.

Section 1.03. Registration, Transfer and Exchange

The City shall cause the Clerk of City Council, as Registrar, to maintain a Registration Book to be kept at the Office of the Clerk at City Hall.

Upon surrender for registration or transfer of the Series 2017 Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of the Series 2017 Bond set forth herein, the City shall execute and the Registrar shall authenticate and deliver, in the name of the designated transferee, a new Series 2017 Bond. A Series 2017 Bond issued upon any such transfer or exchange shall be a valid obligation of the City, evidencing the same debt and entitled to the same benefits as the Series 2017 Bond surrendered upon such transfer or exchange.

Transfers and exchanges shall be made without charge to the holder of the Series 2017 Bond, except that the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of bonds.

Section 1.04. Power to Issue Bond and Create Lien

The City is duly authorized under the Act, the TIF Act and all applicable laws of the State to issue the Series 2017 Bond. The City shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge on the Pledged Amounts created herein and by the Bond Ordinance.

Section 1.05. Establishment of Principal and Interest Fund and Construction Fund

1. In connection with the Series 2017 Bond, a Principal and Interest Fund (the "**Principal and Interest Fund**"), a Construction Fund (the "**Construction Fund**") and an Administrative Expenses Fund (the "**Expense Fund**") have been established as requested by the Purchaser. The Principal and Interest Fund shall be maintained at Bank of America, N.A. or such other bank acceptable to the Purchaser (the "**Depository Bank**") and the Construction Fund shall be maintained by the City. (The Principal and Interest Fund and the Construction Fund are herein collectively referred to as the "**Funds**").

All incremental tax revenues from the TIF District as described in Section 31-6-70(2)(b) of the TIF Act and as provided by the TIF Ordinance and the Bond Ordinance (the "**Incremental Tax Revenues**") shall be deposited by the City when received to the Principal and Interest Fund (which for purposes of the TIF Act, shall be the "special tax allocation fund" of the City) and shall be retained therein until expended as required herein or released in accordance with the terms of Section 1.06 hereof. Additional moneys, if necessary, shall be deposited by the City to the Principal and Interest Fund on a quarterly basis not later than the 1st day (or if such day is not a business day, on the next succeeding business day) of each calendar quarter commencing October 1, 2018 in an amount not less than the ratable fraction of the aggregate amount of principal and interest to become due on the Series 2017 Bond on the next principal and/or interest payment date during the 12 month period beginning July 1 and ending June 30 of the subsequent year (each, a "**Bond Year**") commencing with the Bond Year beginning July 1, 2018, so that, in all cases, not less than five days prior to each principal and interest payment date, the amount of principal and interest to be paid on the Series 2017 Bond shall have been accumulated and be on hand in the Principal and Interest Fund. The Purchaser is authorized to debit moneys from the Principal and Interest Fund as needed to meet payments of principal and interest on the Series 2017 Bond, and the City will execute any documents required by the Purchaser or the Depository Bank to effect the ability of the Purchaser to debit the Principal and Interest Fund.

2. Money in the Construction Fund shall be expended only for payment of the costs of the Improvements, paying the Series 2017 Bond if moneys are not available therefor in the Principal and Interest Fund, and paying expenses incident thereto in accordance with paragraph 5 hereof. As construction progresses, the Chief Financial Officer of the City (or her designee) is authorized to withdraw from the Construction Fund moneys applicable to progress payments on aspects of the Improvements. Such costs and expenses permitted to be paid from the Construction Fund shall be limited to those defined at Section 31-6-30(6) of the TIF Act and those permitted by the TIF Ordinance.

3. The Principal and Interest Fund shall consist of a demand deposit or similar account established at the Depository Bank. The money on deposit in the Construction Fund shall be invested in investments which qualify as permissible investments as defined at Section 6-5-10 and at Sections 6-6-10 to 6-6-40, inclusive, Code of Laws of South Carolina, 1976, as amended.

4. The City shall not invest any of the moneys in the Funds in a manner contrary to any policies, rules or regulations of the Internal Revenue Service with respect to arbitrage, the violation of which policies, rules or regulations would cause the loss of the exemption of the interest on the Series 2017 Bond from Federal income taxes. Under no circumstances shall the Purchaser or the Depository Bank be held responsible for any investment violative of such policies, rules or regulations made pursuant to such a request. The "Internal Revenue Code of 1986" includes restrictions and requirements relating to the investment, use and expenditure of the proceeds of tax-exempt obligations and the use of facilities financed with such proceeds. The City hereby covenants to comply with all of the restrictions and requirements of the Internal Revenue Code of 1986 so as to preserve the tax-exempt status of interest on the Series 2017 Bond.

5. As construction progresses, the Chief Financial Officer of the City (or her designee) is authorized to withdraw from the Construction Fund moneys applicable to progress payments on aspects of the Improvements. Upon request of the Purchaser, the City shall provide the Purchaser a certificate, in form and content acceptable to the Purchaser, detailing the use of the sums withdrawn from the Construction Fund, describing the status of completion of such Improvements and certifying that the sums so withdrawn were applied to payment or reimbursement of costs incident to the construction of the Improvements and that no part of the items so paid had been previously paid. The above-described Certificate shall be duly executed by an authorized representative of the City. Upon completion of all

Improvements to be made in the TIF District, the City shall transfer moneys, if any, held in the Construction Fund to the Principal and Interest Fund. Such costs and expenses permitted to be paid from the Construction Fund are limited to those defined at Section 31-6-30(6) of the TIF Act and those permitted by the Enabling Ordinances.

Section 1.06. Security

Pursuant to Section 31-6-70 of the TIF Act, the Act and the Bond Ordinance, the City hereby pledges to the Purchaser, and the Series 2017 Bond is secured by, the Incremental Tax Revenues and amounts on deposit in the Principal and Interest Fund and the Construction Fund (collectively, the "**Pledged Amounts**"). The City shall execute any documents and cause to be taken any action reasonably requested by the Purchaser for the purpose of better securing such pledges. No Incremental Tax Revenues will be released to the overlapping political entities until the Series 2017 Bond and any further indebtedness incurred pursuant to the TIF Act is fully repaid. Whenever, as of any August 1, there shall be on deposit in the Principal and Interest Fund an amount equal to 102% of the current Bond Year's principal and interest payments, any excess therein shall, at the written request of the City, be transferred to the Construction Fund. In addition, the Mayor is authorized to negotiate with the Purchaser the release of any part of the security above described including, specifically, requesting that the Purchaser transfer additional funds in the Principal and Interest Fund to the Construction Fund.

Pursuant to Section 31-6-40 of the TIF Act, it is specifically recognized that upon payment in full of the obligation evidenced by the Series 2017 Bond and any further indebtedness incurred pursuant to the TIF Act, any surplus funds realized through the ad valorem tax levy held in the Principal and Interest Fund created herein, which Principal and Interest Fund constitutes a "special tax allocation fund," as such term is used in the TIF Act, shall be paid to the County Treasurer for distribution to the respective taxing districts in the manner and upon the terms set forth in Section 31-6-40.

Section 1.07. City Covenants and Agreements

1. The City hereby covenants that the pledge contained herein is superior to any other lien on the Pledged Amounts and further covenants that it will not issue any obligations otherwise secured by a lien on the Pledged Amounts without the prior written consent of the Purchaser.

2. Every covenant, undertaking and agreement made on behalf of the City as set forth herein or in the Bond Ordinance or in the TIF Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Series 2017 Bond. Each shall be a contract between the City and the Purchaser and any subsequent holder of the Series 2017 Bond and shall be enforceable accordingly. The Purchaser may at any time assign and transfer the Series 2017 Bond in the manner set forth in the Series 2017 Bond.

3. The City covenants to take all proper steps necessary and appropriate to maximize Incremental Tax Revenues and not to take any action, including but not limited to, the substantial alteration of the City's assets located in the TIF District, that would materially and adversely affect the amount of Incremental Tax Revenues.

4. The City covenants to use its best efforts to appropriate, from time to time, moneys from the City's General Fund in an amount necessary to principal and interest on the Series 2017 Bond when and if Pledged Amounts are not available therefor.

Section 1.09. Use of Bond Proceeds to Comply with Internal Revenue Code

The City covenants to the Purchaser that it will not make or direct the making of any investment or other use of the proceeds of the Series 2017 Bond which would cause the Series 2017 Bond to be an "arbitrage bond" as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended (the "**Code**") and/or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of the Series 2017 Bond. The City hereby further covenants and agrees to comply with the procedures and covenants contained in any arbitrage rebate agreement executed in connection with the issuance of the Series 2017 Bond for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bond.

Section 1.10. Additional Bonds

The City may issue at any time one or more series of bonds ("**Additional Bonds**") for any lawful purpose which Additional Bonds shall be on a parity with the Series 2017 Bond upon satisfaction of the following conditions:

(1) There shall exist on the occasion of the issuance of the Additional Bonds, (i) no default in the payment of the principal of or interest on the Series 2017 Bond or any Additional Bonds previously issued; (ii) no default under any covenant or agreement made by the City in connection with the Series 2017 Bond or any Additional Bonds previously issued, or (iii) no Event of Default (as such term is defined below); and

(2) The Incremental Tax Revenues received from the Charleston County Treasurer for the fiscal year next preceding the issuance of the proposed Additional Bonds shall have been equal to at least 120% of the maximum annual principal and interest requirements for the then current or any succeeding fiscal year for the Series 2017 Bond, any Additional Bonds previously issued and the Additional Bonds proposed to be issued.

Section 1.11. Compliance With Other Contracts and Agreements

The City shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the City enters into in connection with the issuance of the Series 2017 Bond.

Section 1.12. Further Assurances

The City shall not enter into any contract or take any action by which the rights of the Purchaser may be impaired. The City (i) represents and warrants there are no other liens, pledges or claims in the Pledged Amounts; and (ii) except in compliance with Section 1.10 herein, covenants it will not encumber in any manner any of the Pledged Amounts and will not incur any indebtedness or obligations secured by all or any portion of the Pledged Amounts without the prior written consent of the Purchaser.

Section 1.13. Events of Default Defined

Each of the following shall be an "Event of Default," with respect to the Series 2017 Bond:

(a) if payment of any installment of interest on the Series 2017 Bond is not made when it becomes due and payable; or

(b) if payment of the principal of the Series 2017 Bond is not made when it becomes due and payable; or

(c) if the City, for any reason, is rendered incapable of fulfilling its obligations under this Agreement, the TIF Ordinance, the Bond Ordinance, or under the Act or the TIF Act; or

(d) if the City proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the City or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the City and if such is not vacated, dismissed or stayed on appeal within 90 days; or

(e) if the City defaults in the due and punctual performance of any other covenant in this Agreement, the TIF Ordinance or the Bond Ordinance and such default continues for 60 days after written notice requiring the same to be remedied shall have been given to the City, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such 60 day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the City shall commence such performance within such 60 day period and shall diligently and continuously prosecute the same to completion.

Section 1.14. Remedies/Legal Proceedings by Purchaser

Upon an Event of Default, the entire proceeds of the Pledged Amounts shall be deposited to the Principal and Interest Fund until such time as the Principal and Interest Fund contains the sum required by paragraph 1 of Section 1.05.

If any Event of Default with respect to the Series 2017 Bond has occurred and is continuing, the Purchaser may by mandamus, or other suit, action or proceeding at law or in equity, enforce all its rights including, without limitation, the right to require the City to carry out any agreements with, or for the benefit of, the Purchaser and to perform its or their duties under this Agreement, the TIF Ordinance, the Bond Ordinance, the Act or the TIF Act.

Section 1.15. Delays and Omissions Not to Impair Rights

No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default.

Section 1.16. Audited Financials

The City shall, not later than 270 days following the completion of each fiscal year, commencing December 31, 2017, provide to the Purchaser the audited financials for that fiscal year. Additionally, the City, upon the request of the Purchaser, shall provide such other information regarding Incremental Tax Revenues as reasonably requested.

Section 1.17. Miscellaneous

1. If any section, paragraph, clause or provision of the TIF Ordinance or the Bond Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not

affect any of the remaining provisions of the TIF Ordinance or the Bond Ordinance. Amendment of this Agreement, the TIF Ordinance or the Bond Ordinance may be made only with the written approval of the Purchaser. The terms of the TIF Ordinance and the Bond Ordinance are hereby incorporated by reference.

2. Certain capitalized terms not otherwise defined shall have the meanings ascribed thereto in the Recitals and the Bond Ordinance.

3. This Agreement is binding upon, and for the benefit of, the Purchaser and its successors and assigns as holder of the Series 2017 Bond.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands as of this the 23rd day of September, 2017.

CITY OF CHARLESTON, SOUTH CAROLINA

BY _____
Mayor

ATTEST:

Clerk, City Council of the City of Charleston, South
Carolina

BANK OF AMERICA, N.A.

BY _____

TITLE _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
SPECIAL OBLIGATION REDEVELOPMENT BOND
(HORIZON REDEVELOPMENT PROJECT AREA),
SERIES 2017

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "**City**") hereby acknowledges itself indebted, and, for value received, promises to pay to Bank of America, N.A., its successors and assigns (the "**Registered Holder**") the principal sum of \$3,000,000. Interest only on the outstanding principal amount of the Bond shall accrue at the rate of 2.31% per annum and shall be payable on April 1 and October 1, commencing April 1, 2018 [PAYMENT DATES TO BE CONFIRMED]. Principal shall be payable on October 1 of each year as follows:

<u>Due</u>	<u>Principal Amount</u>
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

Both the principal and interest on this Bond are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

THIS BOND is issued by the City pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, the Municipal Improvements Act of 1999 codified as Sections 5-37-10 to 5-37-180, Code of Laws of South Carolina 1976, as amended, an ordinance adopted by the City Council of the City ("**City Council**") on December 18, 2007, as amended by an ordinance adopted by City Council on September 26, 2017 (collectively, the "**TIF Ordinance**") and an ordinance adopted by City Council on September 26, 2017 (the "**Bond Ordinance**"). For the payment of this Bond, both principal and interest, there are pledged (A) the incremental tax revenues generated from the Horizon Redevelopment Project Area Tax Increment District and (B) amounts on deposit in the Principal and Interest Fund and the Construction Fund, as further described in the Financing Agreement dated as of September 29, 2017 (the "**Financing Agreement**"), between the City and Bank of America, N.A. Capitalized terms used but not defined in this Bond shall have the meanings assigned to such terms in the Bond Ordinance or the Financing Agreement.

The full faith, credit and taxing power of the City are not pledged to the payment of this Bond. The Bond shall at all times be registered on registry books of the City to be kept at the Office of the Clerk of

Council of the City of Charleston, South Carolina, and each transfer to be valid shall be made on the registration books (the "**Registration Book**") and similarly noted on this Bond and the Form of Assignment attached hereto. The Registered Holder may at any time assign and transfer this Bond in the manner above noted.

THIS BOND is subject to prepayment in whole, or in part, on any date with seven days prior written notice to the Bank of America, N.A. by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment plus a Make-Whole Redemption premium calculated by Bank of America, N.A.

THIS BOND and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer taxes and certain franchise taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Bond, do exist, have happened and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, pursuant to the authorization of Sections 31-6-10 to 31-6-120 and Sections 5-37-10 to 5-37-180, inclusive, Code of Laws of South Carolina, 1976, the Enabling Ordinances and the Bond Ordinance, has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Bond to be dated as of the 29th day of September, 2016.

(SEAL)

THE CITY OF CHARLESTON, SOUTH
CAROLINA

BY _____
Mayor

Attest:

Clerk, City Council of the City of
Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond delivered at Charleston, South Carolina, is the fully registered Bond described in the within mentioned Bond Ordinance. Interest hereon accrues from September 29, 2017.

By _____
City Clerk of the City of Charleston, Registrar

September 29, 2017

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond of the City of Charleston, South Carolina, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

Dated:

_____ 20__

Signature Guaranteed:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina, DO
HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by
the said City Council, having been read at two duly called and regularly held meetings at which a quorum
attended and remained throughout on each of September 12 and 26, 2017.

That the said Ordinance is now in full force and effect and has not been modified, amended,
repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of September, 2017.

Clerk of the City Council of Charleston, South Carolina

RATIFICATION NO. 2017-__

AN ORDINANCE

**PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM
REFUNDING REVENUE BONDS OF THE CITY OF CHARLESTON IN ONE OR MORE
SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$50,000,000 AND
OTHER MATTERS RELATING THERETO.**

(SERIES ORDINANCE)

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**EXHIBIT "A" RESOLUTION ADOPTED AUGUST 29, 2017 BY COMMISSIONERS OF
PUBLIC WORKS**

EXHIBIT "B" FORM OF BOND

AS AN INCIDENT TO THE ADOPTION OF THIS ORDINANCE, THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA ("**CITY COUNCIL**"), MAKES THE FOLLOWING FINDINGS OF FACT:

1. The City Council of the City of Charleston, South Carolina ("**City Council**"), has made general provision for the issuance of waterworks and sewer system revenue bonds (the "**Bonds**") of the City of Charleston, South Carolina (the "**City**"), through the means of an ordinance adopted October 24, 1984, bearing Ratification No. 1984-149, entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" as amended (the "**Bond Ordinance**"); and

2. It is provided in and by the Bond Ordinance that, upon adoption of a "Series Ordinance" there may be issued one or more series of Bonds for the purpose of providing funds for improvements and extensions to the waterworks and sewer system of the City (the "**System**") or to pay and redeem any outstanding bond anticipation notes of the City issued in anticipation of the issuance of Bonds or to refund bonds payable from the revenues of the System; and

3. On August 29, 2017, the Commissioners of Public Works (the "**Commissioners**") adopted a Resolution, a copy of which is attached hereto as Exhibit A, entitled "A Resolution Requesting City Council Approval of an Ordinance to Provide for the Issuance and Sale of Not Exceeding \$50,000,000 Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston, South Carolina;" and

4. The Commissioners have determined that refunding of certain outstanding debt payable from revenues of the System may be fiscally advantageous to its operations as it addresses future capital needs facing the System. As a consequence, the Commissioners have determined it is in the best interest of the System to refund the outstanding City of Charleston, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2007, in the original principal amount of \$41,990,000 (the "**Refunded Bonds**"); and

5. The Commissioners have determined that not exceeding \$50,000,000 may be required in order to provide funds to defray the cost of the refunding of the Refunded Bonds, the termination fee of the Swap Agreement as defined in the resolution attached hereto as Exhibit A and costs related to financing and providing necessary reserves; and

6. By reason of the foregoing, it has been determined to adopt this ordinance as a "Series Ordinance" in accordance with the terms and provisions of the Bond Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.01. Definitions.

(A) Except as provided in subsection (B) below, all terms which are defined in Section 1.01 of the Bond Ordinance shall have the same meanings in this Series Ordinance as such terms are prescribed to have in the Bond Ordinance.

(B) As used in this Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the corporate trust office of the Trustee is authorized by law to remain closed or any day on which the payment system of the Federal Reserve is not operational.

"Continuing Disclosure Undertaking" shall mean the Continuing Disclosure Undertaking executed by the City, as amended from time to time in accordance with the provisions thereof, providing for the delivery and dissemination of certain information with respect to the City and any Series of Bonds issued pursuant to this Series Ordinance.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement between the City and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, dated as of such date as the Commissioners shall determine, as amended from time to time.

"Purchase Contract" shall mean the Purchase Contract between the City, the Commissioners and the Underwriters providing for the sale and purchase of any Series of Bonds issued pursuant to this Series Ordinance.

"Series of Bonds" shall mean any Series of Bonds of the City of the Series authorized by this Series Ordinance and designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds," with a Series designation to signify the year such series is issued.

"Series Debt Service Reserve Fund" shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

"Series Ordinance" shall mean this Ordinance.

"Series Reserve Requirement," if any, shall mean an amount as determined by the Commissioners pursuant to Article IV hereof.

"Underwriter" or "Underwriters" shall mean Wells Fargo Securities as Senior Underwriter with Bank of America Merrill Lynch and Rice Financial Products Company serving as Co-Managers.

Section 1.02. Authority for Series Ordinance. This Series Ordinance is adopted pursuant to the provisions of the Bond Ordinance.

ARTICLE II

AUTHORIZATION AND TERMS OF THE SERIES OF BONDS

Section 2.01. Determination of the Useful Life of the System. In accordance with the requirements of Section 6-17-60 of the Enabling Act, the period of usefulness of the System is hereby determined to be not less than 40 years.

Section 2.02. Principal Amount; Designation of Series. Pursuant to the provisions of the Bond Ordinance, Bonds of the City entitled to the benefits, protection and security of the provisions of the Bond Ordinance are hereby authorized in the aggregate principal amount of not exceeding \$50,000,000. Such

amount may be issued in one or several Series of Bonds as determined by the Commissioners and set forth in the Series Resolutions, hereinafter defined. The Series or several Series of Bonds authorized by this Series Ordinance shall be issued no later than December 31, 2018. Each Series of Bonds so authorized and issued shall be designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds" and shall bear a Series designation to signify the year such series is issued. The Series of Bonds shall be in substantially the form set forth in Exhibit "B" hereto.

Section 2.03. Purposes. The Series of Bonds are authorized for the purpose of obtaining funds to provide for the payment of the Refunded Bonds, the payment of the termination fee of the Swap Agreement, to fund the Debt Service Reserve Fund, if any, to the required level, and the payment of the costs of issuing the Series of Bonds including municipal bond insurance premiums, if any.

Section 2.04. Date; Interest Rate; Maturity; Redemption and Sale. The Date of Issue of the various Series of Bonds shall be as set forth in the Series Resolution. The maturity schedule setting forth the date of the maturities of the Series of Bonds (which maturities shall not exceed 40 years) and amounts payable on such dates, the rates of interest borne by the Series of Bonds including the methodology for determining the rate of interest and the amounts of Bonds which shall be term Bonds and Serial Bonds shall be fixed by the Series Resolution and approved by the Mayor. The Series of Bonds shall be subject to optional and/or mandatory redemption and/or optional or mandatory tender for purchase at such times and on such terms and conditions as shall be established by the Commissioners in the Series Resolution and approved by the Mayor. The Series of Bonds shall be sold to the Underwriters.

Section 2.05. Authentication; Payment of Interest.

(A) Each of the Series of Bonds shall be authenticated on such date as it shall be delivered. Each Series of Bonds shall bear interest from the Bond Payment Date immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series Bond shall bear interest from the earlier of such authentication date, or the date to which interest has been paid. In the event authentication shall precede the first payment of interest on each of the Series of Bonds, interest shall be payable from the date selected by the Commissioners for the initial dating of the Bonds of such Series.

(B) The interest on all Series of Bonds shall be paid by check or draft mailed from the office of the Trustee to the persons in whose name the Series of Bonds are registered at the close of business on the Record Date, provided that, any Holder of \$1,000,000 or more in aggregate principle amount of Series of Bonds shall be entitled, by written request to the Trustee received no later than the Record Date, to direct any payments of interest due with respect to such Bonds be made to such Holder by wire transfer to an account within the continental United States. Such request shall provide the Trustee with specific direction as to manner of making such payment.

(C) The principal on all Series of Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 2.06. Denomination; Numbering; Book-Entry. The Series of Bonds shall be issued in such denominations as the Commissioners shall determine not exceeding the principal amount of the Series of Bonds maturing in such year. The Series of Bonds shall be numbered in such a fashion as to maintain accurate records thereof. The Series of Bonds may be delivered in book-entry form as determined by the Commissioners.

Section 2.07. Maintenance of Offices for Payment, Transfer, and Exchange of Bonds; Registrar. As long as any Series of Bond remains Outstanding, the Commissioners shall maintain a Paying

Agent and a Registrar therefor. Unless otherwise directed in writing by the Commissioners to the Trustee, the Trustee shall act as Registrar and Paying Agent.

ARTICLE III

EXECUTION; NO RECOURSE

Section 3.01. Execution of the Series of Bonds. The Series of Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

Section 3.02. No Recourse on the Series of Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this Series Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series of Bonds or for any claim based thereon or on the Bond Ordinance or in this Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Bonds.

ARTICLE IV

AUTHORIZATION TO COMMISSIONERS

Section 4.01. Authorization.

(A) The Commissioners are hereby authorized and empowered to adopt one or several Series Resolutions relating to the Series of Bonds to be called the "**Series Resolutions.**"

(B) The Series Resolutions shall express the approval of the Commissioners to the issuance of the various Series of Bonds to be issued pursuant to the Bond Ordinance and the Series Ordinance and their agreement to abide by all of the terms, provisions and agreements set forth in the Bond Ordinance and in the Series Ordinance. In addition, the Series Resolutions shall specify and determine:

1. The precise principal amount of the Series of Bonds;
2. The specific purpose for which the proceeds of such Series will be used;
3. The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;
4. The form or forms for the Bonds of such Series;
5. The date or dates of maturity and the amounts thereof and the issue date of the Bonds of such Series;
6. The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including the extent to which Variable Rate Indebtedness is issued and if such Variable Rate Indebtedness is issued, the extent to which an interest rate cap or other financial structure customarily employed in such a borrowing will be used;

7. The time for the payment of interest on the Bonds in such Series and the Record Date;
8. The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments including provisions relating to optional and/or mandatory tender provisions, remarketing agreements, and liquidity facility agreements if the Commissioners determine to issue Variable Rate Indebtedness;
9. The Registrar and Tender Agent and Remarketing Agent and Liquidity Provider, if any, for such Bonds if other than the Trustee;
10. The portion of such Series that are serial Bonds and that are term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds;
11. Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;
12. The manner in which Bonds of such Series are to be sold and provisions for the sale thereof, including whether a Municipal Bond Insurance Policy shall be purchased for all or a portion of a Series of Bonds;
13. Whether there shall be established a Debt Service Reserve Fund to secure the payment of such Series of Bonds and, if so, the specific Series Reserve Requirement therefor and the manner of funding thereof;
14. The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and
15. Any other provisions deemed advisable by the Commissioners not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

ARTICLE V

SERIES DEBT SERVICE RESERVE FUND; APPLICATION OF THE SERIES BOND PROCEEDS; TAX COVENANTS; CONTINUING DISCLOSURE

Section 5.01. The Series Debt Service Reserve Fund.

(A) In the determination of the Commissioners, a Series Debt Service Reserve Fund may be established for each Series of Bonds issued and, if established, shall be appropriately designated the "City of Charleston, South Carolina, Waterworks and Sewer System Revenue Bonds Debt Service Reserve Fund," and shall bear an appropriate Series designation and shall, subject to the other provisions of this Series Ordinance, be maintained in an amount equal to the Series Reserve Requirement for so long as the Series of Bonds then issued shall be Outstanding. If a Series Debt Service Reserve Fund is established for a Series of Bonds, the following provisions shall apply. Such Fund is intended to insure the timely payment of the principal of and interest on the Series of Bonds then issued, and to provide for the redemption of such Bonds

prior to their stated maturities. Money in the Series Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

- (i) To prevent a default in the payment of the principal of or interest on the Series of Bonds then issued, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes;
- (ii) To pay the principal of, interest on, and redemption premium of the Series of Bonds then issued in the event that all Outstanding Series of Bonds be redeemed as a whole; or
- (iii) To effect partial redemption of the Series of Bonds then issued; provided that subsequent to said partial redemption, the value of the Series Debt Service Reserve Fund shall be not less than the Series Reserve Requirement.

(B) The Series Debt Service Reserve Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Series Debt Service Reserve Funds shall be made only by such Trustee who shall transmit to a Bondholder of such Series, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Series of Bonds then issued.

(C) Money in the particular Series Debt Service Reserve Funds shall be invested and reinvested by the Trustee at the written direction of the Commissioners in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the particular Series Debt Service Reserve Funds. The value of the particular Series Debt Service Reserve Fund shall be established (i) as of the first day of January of each year, and (ii) on the date of any withdrawal therefrom pursuant to subsection (B) of this Section 5.01. Securities shall be valued at market value as of the date of such valuation, provided, however, those securities which mature in one year or less may be valued at face value; any insurance policy, surety bond or letter of credit shall be valued at the face value or stated amount thereof less the amount of any payments thereunder or draws thereon which have not been reimbursed and reinstated. Whenever, and as of any date of calculation, the value of any Series Debt Service Reserve Fund shall exceed the Series Reserve Requirement, any excess, to the extent represented by cash and/or securities, shall either be used to effect redemption of the Series of Bonds for which this particular Series Debt Service Reserve Fund is created, or shall be removed from the Series Debt Service Reserve Fund and transferred into the Depreciation and Contingent Fund, as directed in writing by the Commissioners.

(D) In the event the Series Debt Service Reserve Fund has been funded with a surety bond, insurance policy or a letter of credit and either has been drawn upon, moneys available to repay such surety bond, insurance policy or letter of credit provider shall first be used to reinstate the surety bond, insurance policy or the letter of credit to its original amount. Any interest or fees due to the surety bond, insurance policy or letter of credit provider, other than for reinstatement, shall be subordinate to any amounts payable upon the Series of Bonds after reinstatement of the Series Debt Service Reserve Fund.

(E) In the event the Series Debt Service Reserve Fund is funded with a surety bond, insurance policy or letter of credit, any revenues available for debt service on the Series of Bonds shall be paid as set forth in such surety bond, insurance policy or letter of credit to the Holders of the Outstanding Bonds of such Series.

(F) In the event it is determined that a draw on the surety bond, insurance policy or letter of credit is necessary, a demand for payment thereon, in such form as may be provided by the reimbursement agreement between the City, the Commissioners and the provider of such surety bond, insurance policy or

letter of credit, shall be given not less than three days prior to the date on which funds are required, or such lesser time as the Registrar and Paying Agent shall agree to.

(G) On or prior to the last business day of each month in each year, beginning with the first full calendar month following the date on which (i) the valuation of the Series Debt Service Reserve Fund results in a determination that the value of the Series Debt Service Reserve Fund is less than the Series Reserve Requirement, or (ii) amounts have been withdrawn from the Series Debt Service Reserve Fund, including any drawing made under a surety bond, policy of insurance or a letter of credit, the Commissioners shall, pursuant to Section 8.04(A) of the Bond Ordinance, deposit in the Series Debt Service Reserve Fund an amount equal to that required to be repaid to the Series Debt Service Reserve Fund as set forth in the applicable Series Resolution.

Section 5.02. Use and Disposition of Bond Proceeds. Upon the delivery of any Series of Bonds, the proceeds thereof shall be disposed of, as determined and directed in a certificate of an Authorized Officer of the Commissioners, as follows:

(A) That sum, if any, prescribed by the Series Resolution shall be deposited in the Debt Service Fund;

(B) That sum, if any, required for the Series Reserve Requirement shall be deposited in the Series Debt Service Reserve Fund and shall be invested and disposed of as prescribed by Section 7.05 of the Bond Ordinance;

(C) That sum, if any, required to refinance any Refunded Bonds shall be deposited as set forth in the applicable Series Resolution; and

(D) That sum, if any, required to pay the fee associated with termination of the Swap Agreement.

Section 5.03. Tax Covenants. The City hereby covenants and agrees that it shall:

(A) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), relating to required rebates of certain amounts to the United States;

(B) make such reports of such information at the times and places required by the Code; and

(C) take such other action as may be required in order that the Series of Bonds and the use of the proceeds thereof and the System comply with the provisions of the Code; and not make any use, and it shall direct the Trustee and each fiduciary not to make any use, of the proceeds of the Series of Bonds which, if such use had been reasonably expected on the date of the issuance of the Series of Bonds would have caused such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code.

Section 5.04. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The Dissemination Agent, if any, shall comply with and carry out the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Series Ordinance, failure of any party to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default; however, the Trustee may and at the written request of the Holders of at least 25% in aggregate principal amount of Outstanding Series of Bonds together with indemnification satisfactory to the Trustee, shall or any Series Bondholder may take

such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations hereunder and under the Continuing Disclosure Undertaking.

As permitted by SEC Rule 15c2-12(f)(10), the Commissioners, on behalf of the City, shall provide the information required by such Rule 15c2-12. The Commissioners, on behalf of the City, shall also comply with the provisions of Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

Section 5.05. Duties and Responsibilities of the Commissioners. So long as the Commissioners fulfill the covenants and agreements set forth in this Series Ordinance, such covenants and agreements made by the City herein shall be administered, exercised and undertaken by the Commissioners.

ARTICLE VI

PURCHASE CONTRACT; CONTINUING DISCLOSURE UNDERTAKING; ESCROW DEPOSIT AGREEMENT; OTHER INSTRUMENTS

Section 6.01. Authorization of Purchase Contract, Continuing Disclosure Undertaking, the Escrow Deposit Agreement and Other Financing Instruments. The Purchase Contract, the Continuing Disclosure Undertaking and the Escrow Deposit Agreement, if any, in substantially the forms previously used by the City in connection with the issuance of Waterworks and Sewer System revenue bonds, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking and the Escrow Deposit Agreement on behalf of the City are hereby authorized and directed. Such documents shall be executed on behalf of the City by the Mayor and attested by the Clerk.

Section 6.02. Approval of Preliminary Official Statements; Authorization of Official Statements. City Council hereby authorizes the Mayor and the Chairman of the Commissioners to approve Preliminary Official Statements and to ratify the use of such Preliminary Official Statements by the Underwriter in connection with the offering of any Series of Bonds by the Underwriter. City Council hereby authorizes the preparation and distribution of the Official Statements with respect to each such Series of Bonds. Final Official Statements shall be approved on behalf of the City by the Mayor, such approval to be evidenced by the Mayor's execution of the Official Statement, which execution is hereby authorized.

Section 6.03. Information Report. The Chairman of the Commissioners is hereby authorized to execute, deliver and file such information reports with respect to the Series of Bonds, on Form 8038-G or such other form as may be prescribed by the United States Department of Treasury, as shall be required or desirable in order to comply with Section 149(e) of the Code.

Section 6.04. Other Instruments and Actions. In order to secure the Series of Bonds and in order to effect the issuance and delivery of the Series of Bonds and to give full effect to the intent and meaning of this Series Ordinance and the agreements and actions herein authorized, the Mayor and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the Mayor shall deem necessary or desirable.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Severability. If any one or more of the covenants or agreements provided in this Series Ordinance on the part of the City or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Ordinance.

Section 7.02. Table of Contents and Section Headings Not Controlling. The Table of Contents and the Headings of the several Articles and Sections of this Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Ordinance.

Section 7.03. No Broker Confirmations. Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

DONE, RATIFIED AND ENACTED this 26th day of September, 2017.

CITY OF CHARLESTON, SOUTH CAROLINA

Mayor

Attest:

Clerk

First Reading: September 12, 2017

Second and Third Readings: September 26, 2017

EXHIBIT "A"

A RESOLUTION REQUESTING CITY COUNCIL APPROVAL OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$50,000,000 WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS OF THE CITY OF CHARLESTON, SOUTH CAROLINA.

As an incident to the adoption of this resolution, the Commissioners of Public Works (the "**Commissioners**") of the City of Charleston (the "**City**") make the following findings of fact:

The Commissioners have determined that a refunding of certain outstanding debt payable from revenues of the Waterworks and Sewer System (the "**System**") may be fiscally advantageous to its operations as it addresses future capital needs facing the System. As a consequence, it is in the best interest of the System to provide the necessary funds to refund the outstanding City of Charleston, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2007, in the original principal amount of \$41,990,000 (the "**Refunded Bonds**"). The Commissioners propose that revenue bonds of the System be issued for this purpose.

The Refunded Bonds constitute Variable Rate Indebtedness as defined in the Bond Ordinance (defined below). In connection with the Refunded Bonds, the Commissioners approved items associated with Variable Rate Indebtedness including the ISDA Agreement, the Schedule to Master Agreement, the Credit Support Annex and the Confirmations (collectively, the "**Swap Agreement**"), among other documents.

The Swap Agreement has served its intended purpose since the Refunded Bonds were issued. Going forward, converting Variable Rate Indebtedness to a fixed interest rate offers the advantage of greater certainty of borrowing and related costs as compared to floating rate debt. As such, the Commissioners have determined to consider a termination of the Swap Agreement provided that the total interest cost of the fixed rate bonds as well as the fee associated with termination of the Swap Agreement does not exceed 5%.

By an Ordinance entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" (the "**Bond Ordinance**"), adopted on October 24, 1984, the City Council of the City of Charleston, South Carolina ("**City Council**"), made provision for the issuance from time to time of Waterworks and Sewer System Revenue Bonds. As provided at Section 4.18 of the Bond Ordinance, the revenue bonds issued thereunder are payable solely from revenues of the System. As stated in the Bonds themselves, this revenue debt is not secured by the City's taxing power.

The Bond Ordinance permits a series of revenue bonds to be issued pursuant to an Ordinance adopted by City Council addressing the particular Series of Bonds (the "**Series Ordinance**") for the purpose of refunding outstanding debt.

The Commissioners hereby determine that an aggregate of not exceeding \$50,000,000 will be required in order to provide funds for the payment of the Refunded Bonds and costs related to the financing including the termination fee associated with the Swap Agreement. The Commissioners further determine that the total interest costs of the refunding including the termination fee associated with the Swap Agreement will not exceed 5%.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS IN MEETING DULY ASSEMBLED, that City Council is requested to adopt a Series Ordinance providing for such Bonds which

Ordinance is expected to be in substantially the form approved by City Council in connection with previous refunding issues of City of Charleston Waterworks and Sewer System Revenue Bonds.

DONE IN MEETING ASSEMBLED this 29th day of August, 2017.

Chairman, Commissioners of Pubic Works of the City
of Charleston, South Carolina

Attest:

Chief Executive Officer

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a Resolution adopted by the Commissioners of Public Works on August 29, 2017. A quorum of the Commissioners was present and remained present throughout the meeting.

The Resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this 29th day of August, 2017.

Chief Financial Officer, Commissioners of Public Works
of the City of Charleston, South Carolina

**(FORM OF SERIES BOND)
(FACE OF BOND)**

**CITY OF CHARLESTON, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REFUNDING
REVENUE BONDS, SERIES 2017**

NO. _____

INTEREST RATE MATURITY DATE ISSUE DATE CUSIP

January 1, _____ 1, 201__

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ Dollars (\$_____)

The **CITY OF CHARLESTON, SOUTH CAROLINA** (the "**City**"), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "**Trustee**") in the City of East Syracuse, State of New York, and to pay interest on such principal amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months) from the later of _____ 1, 201__, or the date to which interest has been paid immediately preceding the authentication date hereof, unless the authentication date hereof is a _____ 1 or _____ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the City shall fail to pay interest on _____ 1, 201__, then this Bond will bear interest from _____ 1, 201__. Interest on this Bond is payable on _____ 1 and _____ 1 of each year beginning _____ 1, 201__, at which time interest for _____ months will be due. The interest so payable on any _____ 1 or _____ 1 will be paid to the person in whose name this Bond is registered at the close of business on the _____ 15 or _____ 15 immediately preceding such _____ 1 or _____ 1 (the "**Record Date**") by check or draft mailed at the times provided herein from the office of the Trustee to the person in whose name this Bond is registered on the Record Date at the address shown on the registration books, provided that, at the request of the Registered Holder of \$1,000,000 or more in aggregate principal amount of Bonds, such payments shall be made by wire transfer to an account within the continental United States as such Registered Holder shall designate in writing to the Trustee on or before the Record Date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a Series of Bonds in the aggregate principal amount of \$_____ (the "**Series 2017 Bonds**") of like tenor, except as to number, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the "**State**"), including particularly Chapter 17 of Title 6, Code of Laws of South Carolina 1976,

as amended, an ordinance duly adopted by the City Council of the City of Charleston, South Carolina ("**City Council**") on October 24, 1984 (the "**Bond Ordinance**"), an ordinance duly adopted by the City Council on September 26, 2017 (the "**Series Ordinance**") and a resolution duly adopted by the Commissioners of Public Works (the "**Commissioners**") of the City of Charleston on September 26, 2017 (the "**Series Resolution**") (the Bond Ordinance and the Series Ordinance are hereinafter collectively referred to as the "Ordinances") for the purpose of providing funds necessary to refund certain outstanding bonds of the waterworks and sewer system of the City (the "**System**") secured by a pledge of System revenues.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances and Series Resolution. Certified copies of the Ordinances and Series Resolution are on file in the office of the Trustee and in the office of the Clerk of Court for Charleston County, South Carolina.

Both the principal of and interest on this Bond, as the same shall become due, are payable solely from the revenues derived from the operation of the System. This Bond shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or statutes of the State. The City is not obligated to pay this Bond, or the interest hereon, save and except from revenues derived from the operation of the System.

For the payment of the principal of and interest on this Bond and the Series of which it forms a part, there are hereby irrevocably pledged the Gross Revenues of the System which shall remain after paying the cost of operation and maintenance of the System. This Bond and the Series of which it forms a part are on a parity with the outstanding _____. The Bond Ordinance authorizes the issuance of additional bonds on a parity with the _____, which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity therewith. The _____ and any such additional parity bonds are hereinafter referred to collectively as the "**Bonds.**"

The Commissioners have covenanted to continuously operate and maintain the System and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (a) to provide for the punctual payment of the principal of and interest on the Bonds and all Junior Lien Bonds, (b) to maintain the Debt Service Reserve Fund in the manner therein prescribed, (c) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order, (d) to build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order, and (e) to discharge all obligations imposed by the Enabling Act and the Ordinances.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

This Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the City kept for that purpose by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or the other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Bond Ordinance. Thereupon a new Bond or Bonds of the same Series, aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The Commissioners, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner

hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond the Commissioners, the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

The Series 2017 Bonds maturing January 1, 20__, and thereafter, are subject to redemption prior to maturity, at the option of the Commissioners, on and after _____ 1, ____, in whole or in part at any time (but if in part, in such order of maturities as shall be determined by the Commissioners) at par plus interest accrued to the redemption date.

The Series 2017 Bonds maturing on January 1, 20__, are subject to mandatory sinking fund redemption commencing _____ 1, ____, and will be redeemed (to the extent not previously redeemed), at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on _____ 1 of each of the following years in the respective principal amounts for each year specified below:

<u>Year</u>	<u>Amount</u>
-------------	---------------

The amount of the mandatory sinking fund redemption prescribed above for the Series 2017 Bonds of any maturity shall be reduced to the extent Series 2017 Bonds of such maturity have been purchased by the Commissioners or redeemed by the Commissioners pursuant to the optional redemption provisions set forth above, in such manner as the Commissioners shall direct, or, absent such direction, on a *pro rata* basis.

If less than all of any maturity of the Series 2017 Bonds are to be redeemed, the particular Series 2017 Bonds or portions of Series 2017 Bonds to be redeemed shall be selected by the Trustee by lot. Series 2017 Bonds in a denomination of more than \$5,000 may be redeemed in part from time to time in one or more units of \$5,000 in the manner provided in the Bond Ordinance.

If any of the Series 2017 Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holders of any such Series 2017 Bonds to be redeemed, in the name of the City and the Commissioners, of the redemption of such Series 2017 Bonds, or portions thereof, which notice will specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2017 Bonds are to be redeemed, the numbers of such Series 2017 Bonds so to be redeemed, and, in the case of Series 2017 Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Holder of each Series 2017 Bond to be redeemed, at the address shown on the registration books; provided, however, that the failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series 2017 Bond, shall not affect the validity of the proceedings for the redemption of any other Series 2017 Bond. Provided funds for their redemption are on deposit with the Trustee, all Series 2017 Bonds so called for redemption will cease to bear interest on the specified redemption date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, SOUTH CAROLINA, has caused this Bond to be signed by the signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk of the City Council of the City of Charleston, South Carolina.

CITY OF CHARLESTON, SOUTH CAROLINA

(SEAL)

By _____
Mayor, City of Charleston, South Carolina

Attest:

By _____
Clerk, City Council of the City of Charleston,
South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series described in the within mentioned Ordinances and Series Resolution.

By: **THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.**, as Trustee

Authorized Officer

Authentication Date:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (please print or type name and address of Transferee and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program. The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina ("City Council"), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council on two separate days. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this _____ day of September, 2017.

Clerk, City Council of the City of Charleston, South
Carolina

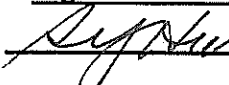


COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY, SOUTH CAROLINA
REQUEST: To accept a grant award from Charleston County for accommodations tax funding in the amount of \$7,335.
Funds will support the 2017 MOJA Arts Festival.

COMMITTEE OF COUNCIL: W&M DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Mack Gile
Director

BUDGET DEPARTMENT

843.958.4640
1.800.524.7832
Fax: 843.958.4645
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

August 3, 2017

City of Charleston Office of Cultural Affairs
(2017 MOJA Arts Festival)
Mr. Scott Watson, Director
75 Calhoun Street, Suite 3800
Charleston, SC 29401

Dear Mr. Watson:

Congratulations! On July 18, 2017, Charleston County Council gave final approval to its Fiscal Year (FY) 2018 Local Accommodations tax funding. The appropriation awarded to your organization is in the amount of \$7,335.00.

Please **complete and sign the attached contract**. You will need to complete Exhibit A with your latest funding award information. Funds will not be disbursed until you have signed two witness signatures and returned the completed contract with the necessary exhibit to the Budget Department.

Please note that we anticipate that there will be another opportunity for you apply for accommodations tax funding in FY19. Further information will become available as the March 1, 2018 application deadline for FY19 approaches.

If you have any questions regarding the contents of this letter or the attached funding form, please contact Audrey Parker at aparker@charlestoncounty.org..

Sincerely,

Mack Gile
Budget Director

Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AGREEMENT**

THIS AGREEMENT (the "Agreement") entered into this 1st day of July , 2017, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2017-2018 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2017, through June 30, 2018, and to return any portion of said monies not expended for the agreed upon public purpose to County on or before July 1, 2018.
2. Agency agrees to notify the County immediately of:
 - (a) Any material change in the Agency's financial condition in the course of the year, and
 - (b) Any proposed material change in the intended expenditure of the monies.
3. The County agrees to pay the Agency during Fiscal Year 2017-2018, without the necessity for invoicing, the monies appropriated by the County by making a payment of \$7,335.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.
4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.

5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

6. Nothing in this Agreement is intended to, or shall be deemed to, constitute an agent or an agency of the County. No representation will be made by Agency that would create an apparent agency, and Agency shall have no power to act for the County in any manner or to create debts or obligations that would be binding upon the County; and the County shall not be responsible for any obligations or expenses of Agency. The County shall not be responsible for any acts or omissions of Agency, or any of its agents, servants or employees, and nothing in this Agreement shall be in any way construed to constitute Agency or any of its agents or employees as the agent, employee or representative of the County.

7. Agency shall indemnify County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this Agreement or its conditions, or based upon any violation of any federal/state or local statute, ordinance, building code or regulation, and the defense of any such claims or actions. Agency shall also indemnify the County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Agency's employees. This indemnification shall be to the extent possible under South Carolina law.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information and/or gender identify while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

12. It is mutually understood and agreed by and between the Parties hereto that this Agreement shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.

13. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY OF CHARLESTON

Print Name: _____
Date: _____

Jennifer J. Miller
County Administrator

Print Name: _____
Date: _____

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

Agency: _____

Print Name: _____
Date: _____

Print Name: _____
Title: _____

Print Name: _____
Date: _____

EXHIBIT A

City of Charleston Office of Cultural Affairs (2017 MOJA Arts Festival)

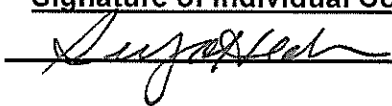

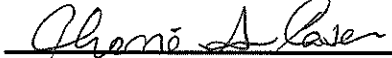
OPERATING	FY18 Award	Interim Report <small>(due 2/15/2018)</small>	Final Report <small>(due 8/15/2018)</small>
A. Advertising or promotion related to tourism development <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> Television <input checked="" type="checkbox"/> Radio <input checked="" type="checkbox"/> Newspapers <input checked="" type="checkbox"/> Websites <input checked="" type="checkbox"/> Magazines <input checked="" type="checkbox"/> Other (email marketing; creative fees) </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Rack Cards <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Mailings (Out of County) <input type="checkbox"/> Visitor's Guide </div> </div>	\$7,335.00		
B. Maintenance or operation of tourist-related building or facility (specify)			
CAPITAL			
C. Construction of tourist-related building or facility (specify) Construction Period From: To:			
D. Beach re-nourishment Construction Period From: To:			
TOTAL	\$7,335.00		

COMMITTEE / COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY, SOUTH CAROLINA
REQUEST: To accept a grant award from Charleston County for
accommodations tax funding in the amount of \$6,234.
Funds will support the 2017 Holiday Magic in Historic Charleston.
COMMITTEE OF COUNCIL: W&M DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Mack Gile
Director

BUDGET DEPARTMENT

843.958.4640
1.800.524.7832
Fax: 843.958.4645
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

August 3, 2017

City of Charleston Office of Cultural Affairs
(2017 Holiday Magic in Historic Charleston)
Mr. Scott Watson, Director, Office of Cultural Affairs
75 Calhoun Street, Suite 3800
Charleston, SC 29401

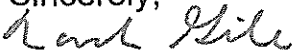
Dear Mr. Watson:

Congratulations! On July 18, 2017, Charleston County Council gave final approval to its Fiscal Year (FY) 2018 Local Accommodations tax funding. The appropriation awarded to your organization is in the amount of \$6,234.00.

Please **complete and sign the attached contract**. You will need to complete Exhibit A with your latest funding award information. Funds will not be disbursed until you have signed two witness signatures and returned the completed contract with the necessary exhibit to the Budget Department.

Please note that we anticipate that there will be another opportunity for you apply for accommodations tax funding in FY19. Further information will become available as the March 1, 2018 application deadline for FY19 approaches.

If you have any questions regarding the contents of this letter or the attached funding form, please contact Audrey Parker at aparker@charlestoncounty.org.

Sincerely,

Mack Gile
Budget Director

Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AGREEMENT**

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WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2017-2018 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2017, through June 30, 2018, and to return any portion of said monies not expended for the agreed upon public purpose to County on or before July 1, 2018.

2. Agency agrees to notify the County immediately of:

- (a) Any material change in the Agency's financial condition in the course of the year, and
- (b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2017-2018, without the necessity for invoicing, the monies appropriated by the County by making a payment of \$6,234.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

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5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

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7. Agency shall indemnify County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this Agreement or its conditions, or based upon any violation of any federal/state or local statute, ordinance, building code or regulation, and the defense of any such claims or actions. Agency shall also indemnify the County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Agency's employees. This indemnification shall be to the extent possible under South Carolina law.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information and/or gender identify while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY OF CHARLESTON

Print Name: _____
Date: _____

Jennifer J. Miller
County Administrator

Print Name: _____
Date: _____

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

Agency: _____

Print Name: _____
Date: _____

Print Name: _____
Title: _____

Print Name: _____
Date: _____

EXHIBIT A

City of Charleston Office of Cultural Affairs (2017 Holiday Magic in Historic Charleston)

OPERATING	FY18 Award	Interim Report (due 2/15/2018)	Final Report (due 8/15/2018)
A. Advertising or promotion related to tourism development <input checked="" type="checkbox"/> Television <input type="checkbox"/> Rack Cards <input checked="" type="checkbox"/> Radio <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Newspapers <input checked="" type="checkbox"/> Mailings (Out of County) <input checked="" type="checkbox"/> Websites <input type="checkbox"/> Visitor's Guide <input checked="" type="checkbox"/> Magazines <input checked="" type="checkbox"/> Other (email marketing; creative fees)	\$6,234.00		
B. Maintenance or operation of tourist-related building or facility (specify)			
CAPITAL			
C. Construction of tourist-related building or facility (specify) Construction Period From: To:			
D. Beach re-nourishment Construction Period From: To:			
TOTAL	\$6,234.00		

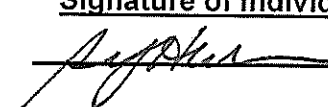
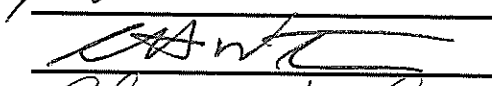
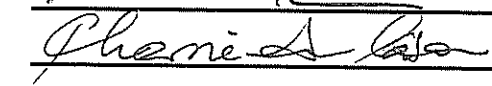
COMMITTEE / COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY, SOUTH CAROLINA
REQUEST: To accept a grant award from Charleston County for accommodations tax funding in the amount of \$9,184.
Funds will support the 2018 Piccolo Spoleto Festival.

COMMITTEE OF COUNCIL: W&M DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Mack Gile
Director

BUDGET DEPARTMENT

843.958.4640
1.800.524.7832
Fax: 843.958.4645
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

August 3, 2017

City of Charleston
Office of Cultural Affairs
(2018 Piccolo Spoleto Festival)
Mr. Scott Watson, Director
75 Calhoun Street, Suite 3800
Charleston, SC 29401

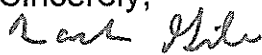
Dear Mr. Watson:

Congratulations! On July 18, 2017, Charleston County Council gave final approval to its Fiscal Year (FY) 2018 Local Accommodations tax funding. The appropriation awarded to your organization is in the amount of \$9,184.00.

Please **complete and sign the attached contract**. You will need to complete Exhibit A with your latest funding award information. Funds will not be disbursed until you have signed two witness signatures and returned the completed contract with the necessary exhibit to the Budget Department.

Please note that we anticipate that there will be another opportunity for you apply for accommodations tax funding in FY19. Further information will become available as the March 1, 2018 application deadline for FY19 approaches.

If you have any questions regarding the contents of this letter or the attached funding form, please contact Audrey Parker at aparker@charlestoncounty.org.

Sincerely,

Mack Gile
Budget Director

Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AGREEMENT**

THIS AGREEMENT (the "Agreement") entered into this 1st day of July, 2017, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2017-2018 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2017, through June 30, 2018, and to return any portion of said monies not expended for the agreed upon public purpose to County on or before July 1, 2018.

2. Agency agrees to notify the County immediately of:

- (a) Any material change in the Agency's financial condition in the course of the year, and
- (b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2017-2018, without the necessity for invoicing, the monies appropriated by the County by making a payment of \$9,184.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.

5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

6. Nothing in this Agreement is intended to, or shall be deemed to, constitute an agent or an agency of the County. No representation will be made by Agency that would create an apparent agency, and Agency shall have no power to act for the County in any manner or to create debts or obligations that would be binding upon the County; and the County shall not be responsible for any obligations or expenses of Agency. The County shall not be responsible for any acts or omissions of Agency, or any of its agents, servants or employees, and nothing in this Agreement shall be in any way construed to constitute Agency or any of its agents or employees as the agent, employee or representative of the County.

7. Agency shall indemnify County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this Agreement or its conditions, or based upon any violation of any federal/state or local statute, ordinance, building code or regulation, and the defense of any such claims or actions. Agency shall also indemnify the County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Agency's employees. This indemnification shall be to the extent possible under South Carolina law.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information and/or gender identify while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

12. It is mutually understood and agreed by and between the Parties hereto that this Agreement shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.

13. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY OF CHARLESTON

Print Name: _____
Date: _____

Jennifer J. Miller
County Administrator

Print Name: _____
Date: _____

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

Agency: _____

Print Name: _____
Date: _____

Print Name: _____
Title: _____

Print Name: _____
Date: _____

EXHIBIT A

City of Charleston
Office of Cultural Affairs
(2018 Piccolo Spoleto Festival)

OPERATING	FY18 Award	Interim Report (due 2/15/2018)	Final Report (due 8/15/2018)
A. Advertising or promotion related to tourism development <input checked="" type="checkbox"/> Television <input checked="" type="checkbox"/> Rack Cards <input checked="" type="checkbox"/> Radio <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Newspapers <input checked="" type="checkbox"/> Mailings (Out of County) <input checked="" type="checkbox"/> Websites <input type="checkbox"/> Visitor's Guide <input checked="" type="checkbox"/> Magazines <input checked="" type="checkbox"/> Other (email marketing; creative fees)	\$9,184.00		
B. Maintenance or operation of tourist-related building or facility (specify)			
CAPITAL			
C. Construction of tourist-related building or facility (specify)			
Construction Period From: To:			
D. Beach re-nourishment			
Construction Period From: To:			
TOTAL	\$9,184.00		


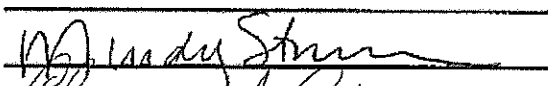

COMMITTEE / COUNCIL AGENDA

12.)

TO: John J. Tecklenburg, Mayor
FROM: Mindy Sturm DEPT. Executive- MOCYF
SUBJECT: AMERICORPS VISTA ACCEPTANCE OF GRANT
REQUEST: To accept the AmeriCorps VISTA Grant, which provides AmeriCorps VISTA members to serve the Charleston community.

COMMITTEE OF COUNCIL: W&M DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MOCYF	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

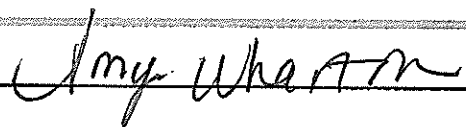
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required.

Mayor's Signature:

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA
MEMORANDUM OF AGREEMENT



Between

City of Charleston, MOCYF
75 Calhoun Street, Suite 3700
Charleston, SC 29401-2901
EIN: 576000226

and

Corporation for National and Community Service
South Carolina State Office
1835 Assembly St
Suite 872
Columbia, SC 29201-2430

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Charleston, MOCYF, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to sixty-two (62) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$123,120.00 to cost-share up to ten (10) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to fifty-two (52) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to ten (10) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 09/03/2017 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 09/03/2017 and shall end thereafter on 09/01/2018, unless terminated sooner by either or both of the parties.

Click below to view:
General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

Sponsor

Corporation for National and Community Service

Electronically
Signed By: Sturm, Melinda Jean

Title: Director

Date: 28-AUG-17

City of Charleston, MOCYF
Address: 75 Calhoun Street, Suite 3700
Charleston, SC 29401-2901

Phone: (843) 965-4190

Sponsor Location Code Number: 61217

Sponsor DUNS Number: 077990786



Electronically
Signed By: DiSilvestro, Frank A

Title: State Program Director

Date: 28-AUG-17

Corporation for National and Community Service
Address: South Carolina State Office
1835 Assembly St
Suite 872
Columbia, SC 29201-2430

Phone: 919-856-4737

Electronically
Signed By: Weiss, Kira

Title: Management and Program Analyst

Date: 28-AUG-17

Corporation for National and Community Service
Address: 250 E Street SW
Suite 300
Washington, DC 20525-0001

Phone: 202-606-6626



COMMITTEE / COUNCIL AGENDA

13)

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. Corporation Counsel
SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN CPD AND JICHs RE: SRO'S
REQUEST: APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN CPD AND
JICHs REGARDING SRO'S FOR 2017-2018 SCHOOL YEAR WITH 2 %
INCREASE IN COMPENSATION AND POLICY UPDATES.

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☒

If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

AGREEMENT BETWEEN

**The James Island Charter High School
And
City of Charleston Police Department
For**

The School Resource Officer Program, 2017-2018 School Year

I. Purpose and Objective of Agreement

A. Purpose: The School Resource Officer (SRO) will facilitate the development of positive relationships by instilling an atmosphere of approachability, mutual respect, and trust within the school to which the officer is assigned. This is done to create safe and secure school environment while developing and maintaining a successful working relationship/partnership between police, school administrators, staff, parents and students. The SRO will perform in an enforcement and investigative capacity and will seek the cooperation of school administrators to the benefit of all within the school and community. The SRO will also function as an advisor, mentor and positive role model to students as well as provide an additional educational resource to the school.

B. Objectives:

- 1) Maintain a safe and secure environment on campus.
- 2) Prevent criminal activities and disturbances.
- 3) Promote positive attitudes regarding police functions;
- 4) Instill students with a sense of their rights and responsibilities as citizens.
- 5) Establish a positive working relationship/partnership with the school and surrounding community.
- 6) Prevent juvenile delinquency.

C. Ways of achieving these objectives include, but are not limited to:

- 1) Patrolling the school campus in order to maintain a highly visible presence and deterrence to criminal activity;
- 2) Investigating crimes that occur within the school and on school property;

- 3) Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus;
- 4) Developing positive relationships with students and staff;
- 5) Supporting or implementing outreach programs both in school and after school;
- 6) Participating in safety drills such as fire and Code Yellow/Red as scheduled by school administrators.

II. Rights and Duties of the Charleston Police Department

The Chief of Police shall provide one (1) School Resource Officer (hereinafter referred to as "SRO") to James Island Charter High School (JICHHS) as follows for the 2017-2018 School year, beginning on August 17, 2017 and ending on June 1, 2018:

A. Number and funding of SRO:

1. The Chief of Police shall assign one (1) regularly employed police officer to James Island Charter High School.

JICHHS shall fund one (1) police officer at the rate of \$35,598 for the term of this agreement

2. The Chief of Police shall assign the respective team commander or his designee during the regular school year to oversee the police officer assigned above and to perform scheduled or non-scheduled visits to the high school.

3. The Chief of Police shall provide a monthly report of calls for service and criminal incidents to the Principal. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SRO:

1. An SRO shall be assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An SRO may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of

an SRO during the summer months is at the discretion of the Chief of Police or his designee, and shall be the subject of a separate agreement.

2. The SRO assigned to the above schools will be permitted to travel to off-campus based programs in the City of Charleston that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Understanding that juvenile behavioral issues are best handled by school administrators, the SRO will not act as a school disciplinarian.

a. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties.

b. The SRO will not enforce or investigate violations of school rules or policies or become involved with matters that are strictly school discipline issues.

c. If an incident is a violation of the law, the Principal shall contact the SRO and his/her supervisor immediately. The SRO shall then determine whether law enforcement action is appropriate.

d. In cases of contested expulsions, the SRO will provide case information or testimony to the Principal or his/her designee, and upon the request of the Principal or his/her designee, testimony at the hearing, unless such testimony could hinder a criminal prosecution.

2. Duties as Law Enforcement Officer:

a. The primary duty of the SRO is to ensure a safe and crime free learning environment in schools.

b. The SRO will prevent and reduce the occurrence of criminal activity on school property by establishing a highly visible police presence.

- c. The SRO will remain on their assigned school campus from school opening until school closing unless otherwise directed by the Charleston Police Department.
- d. The SRO will initiate investigations of violations of criminal laws occurring on school property or involving school personnel or students.
- e. The SRO will work with students, teachers and school administrators to identify and address problems that make students feel unsafe on the school campus.
- f. The SRO will act to de-escalate potential conflicts among students in an attempt to prevent issues positively before they escalate into criminal activity such as assaults or harassment.
- g. The SRO will take law enforcement actions as required against intruders and unwanted guests who may appear at school and school related functions to the extent that the SRO may do so under authority of the law. As soon as practical, the SRO shall make the Principal aware of such action.
- h. The SRO will work with administrators and school district security officials to review campus security measures, such as security cameras, entry procedures, and fire/lockdown drills.
- i. The SRO will act as a liaison between the school and the police department for school related issues as it pertains to information sharing as permitted by state and federal law.
- j. The SRO shall give assistance to other police officers and deputies in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO.
- k. The SRO shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Principal or his/her designee.

3. Duties as an Informal Counselor

- a. The Charleston Police Department is committed to diverting youth from the criminal justice system when appropriate; therefore, SROs will consider alternatives to arrest by referring youth to various service providers. (Examples of appropriate alternatives include but are not limited to; Mobile Crisis, Department of Social Services or existing in-school programs or counselling programs).
- b. The SRO will become familiar with all community agencies which offer assistance to youth and their families, such as mental health clinics, drug assistance centers...etc. The SRO will make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty and staff.
- c. The SRO will identify students by direct contact or information from school personnel who need or may need the assistance of other social services.
- e. The SRO will promote youth based crime prevention programs such as, but not limited to; Camp Hope and the Charleston Police Explorers.
- f. SROs will provide individual mentorship to students when appropriate.
- g. The SRO will make themselves available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- h. When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.
- i. The SRO will pursue improved cooperation among the schools, communities, students, parents, other agencies and the police.
- j. The SRO will attempt to resolve any problems between the school and the surrounding residential or business communities so

that the schools will maintain a viable relationship with the surrounding community.

4. Duties as an Educator. The SRO will serve as a law related advisor and a resource for students, parents and school staff regarding criminal justice issues.

a. The SRO will serve as a law related educator and will be available to teach law related topics when possible. This function is secondary to the SRO's primary duty as law enforcement officer.

b. The SRO will develop expertise in presenting various law related subjects to students, including but not limited to Public Safety classes.

c. The SRO will explain the role of law enforcement in society by participating in lectures, displays and special events.

d. The SRO will act as an instructor for specialized short term programs at all schools when approved to do so by the Principal or a member of the faculty.

e. The SRO will encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

f. The SRO will coordinate all of their activities and programs with the Principal and staff members concerned and will seek advice and guidance prior to enactment.

g. The SRO will submit the subject and number of classes taught on the monthly report. This information will be kept for review by the school and the City of Charleston Police Department.

5. Co-curricular activities, events and school functions.

a. Upon request of the Principal or his/her designee, and approval of the Chief of Police or his designee, an SRO may accompany his/her school to events outside of the City of Charleston and within the State of South Carolina for purposes of providing law enforcement services as authorized by state law. See, S.C. Code (Ann.) Sec. 5-7-12. Under no circumstances may the SRO in his or her official capacity, accompany his/her school to events outside the state of South Carolina.

b. When the SRO works outside of the normal weekly school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the SRO shall be based on an hourly rate, at time and a half, determined by Charleston City Police Department Policy, and in effect upon execution of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the Principal or his/her designee. (This sub-section does not apply to off-duty services that may be provided by individual officers.)

c. The SRO will be responsible for obtaining off-duty officers to work school related functions such as athletic events. In this role, the SRO will coordinate and confer with appropriate school staff regarding security plans for these events as needed.

D. Threats in Schools.

1. The SRO will work with school administrators to develop a safety plan that addresses critical incidents as well as minor school incidents requiring additional police response.
2. The SRO will act to prevent an active shooter and in the event of an active shooter to respond and stop the threat to students, faculty and visitors.
3. In the event that an SRO receives information of a potential threat to their school, a student or staff member the SRO will notify the SRO's Sergeant and school administration.

E. Searches, Seizures and Interviews

1. Searches and Seizures

- a. The SRO will not conduct administrative searches.
- b. Police searches of students and their property on school premises are generally subject to the same legal requirements for a search warrant and probable cause as other searches.
- c. Exceptions to the search warrant requirement (e.g. consent to search, emergency situations, ect.) that apply to non-school searches also apply to school searches.
- d. School officials may conduct searches of students and their property without a warrant based upon reasonable suspicion.
- e. Searches conducted with the active participation of the police upon request of school officials require a search warrant.
- f. Officers may only accompany school officials who are conducting a search without a search warrant, but may not participate with school officials in the search either directly or indirectly.
- g. The SRO will only seize property as it relates to criminal activity.

2. Interviews

- a. Before any effort is made to question a minor student on school grounds, the officer will contact the school principal, or designee, and the assigned SRO if different than the officer seeking to question the student. The SRO or officer will ask the principal to contact the student's parent or guardian, indicating that a police officer has requested to interview the student to gain the consent of the parent/guardian prior to questioning.

1. If the parent/guardian requests that the questioning take place in his/her presence, the questioning will be delayed until the parent/guardian arrives.

2. If the parent/guardian denies permission for an interview at the school the student will not be called from class.

b. If the SRO or officer receives permission for the interview a school or staff member, rather than the police officer, will call the student from class to the school office. In the event that the SRO or officer believes they have not received proper cooperation from a school official the officer will report the situation to the officer's supervisor and to the proper school official.

c. SRO's and officers shall not enlist school officials or employees to conduct interviews, inquiries or similar fact finding activities regarding students as part of an investigation. Police officers are not precluded from questioning school officials with regard to their knowledge of youths in their charge, their activities and similar matters.

F. Student Arrests

1. Under no circumstances will an SRO or any other officer with the Charleston Police Department charge a student with Disturbing Schools (SC Code 16-17-420 or City of Charleston Municipal Code 21-107)

2. Officers are required to utilize the least coercive methods available to accomplish the police mission during interactions with juveniles. Society grants police officers wide latitude and discretion regarding their decisions to invoke the formal arrest process. Factors to be weighed in determining whether to arrest, divert a juvenile from the criminal justice system through outright release, or other options as offered by the courts, department, or related agency are: seriousness of the crime, age and circumstances of the juvenile offender, offender's prior record (if any) and availability of local rehabilitation resources."

3. Additionally, SRO's will be cognizant that some types of student misbehavior may technically meet existing statutory requirements for non-violent misdemeanor offenses, however upon considering all factors involved, may be best handled outside of the Juvenile Criminal Justice System.

4. From time to time, by the nature of their employment, police officers may face situations where the interests of all concerned are best served by utilizing methods other than conventional arrests. Discretion is inherent to the police profession and may result in the officer applying a wide spectrum of incident reaction ranging from warnings to custodial arrest. The purpose of this directive is to provide some guidance as to when discretion is appropriate and when it is not.

5. SRO's will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and misbehavior is the responsibility of the school administrators unless the violations involve criminal conduct. Minor, non-violent behavioral violations will be resolved by school administration.

6. In the event that a student violates the law and an arrest is imminent the following procedure will be followed:

- a. The SRO must immediately notify the SRO Sergeant of the situation.
- b. The SRO Sergeant will make a determination if an arrest is appropriate based on the applicable laws of the state, codes of the city and policies and procedures of the department.
- c. The SRO Sergeant will then notify the Team Commander, Division Commander, Deputy Chief and the Chief of Police of the incident via email.
- d. When an arrest does occur the SRO will consider and comply with the recommendations of the Juvenile Detention Risk Assessment Instrument in determining the detention or custodial release of juvenile offenders, unless it is overridden by a supervisor.
- e. In the event of the arrest of an adult student the SRO will cite and release the student unless the arrest is for felony or serious misdemeanor.
- f. In general, arrests/ charges of students will result in release to parents or guardians at the incident location unless the circumstances of the incident or criminal charge are significant in nature resulting in custodial detention.

II. Program Goals and Evaluation

The JICHs see the assistance of the City of Charleston Police Department in keeping our schools safe and orderly.

The Charleston City Police Department in conjunction with the JICHHS shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the JICHHS's action plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Charleston City Police Department shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the JICHHS on the SROs activities.

III. Rights and Duties of the School District

JICHHS shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties.

- A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the SRO will have access to this office.
- B. A location for files and records, which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The Charleston City Police Department shall be responsible for the recruiting of SRO. The Charleston City Police Department and the JICHHS shall be responsible for interviewing and evaluating SROs and making recommendations to the Chief of Police for hiring. The SROs shall serve at the pleasure of the Chief of Police and the Principal, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

- A. In the event the Principal believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing and shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Principal and the Chief of Police or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The Chief of Police may dismiss or reassign an SRO based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the Charleston City Police Department.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in case of absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO as soon as possible within five (5) working days, and within thirty (30) school days of receiving such notice of such absence, dismissal or resignation; a replacement will be assigned.

VI. FERPA

The SROs of the Charleston City Police Department shall act as the Law Enforcement Unit for the JICHHS with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

The Principal can request K-9 search assistance from the Charleston City Police Department. Policy and approved procedures of the JICHHS and the Charleston Police Department must be followed in the event s earch assistance is requested.

VIII. Good Faith

The JICHHS, the Chief of Police, their agents and employees, agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Principal and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.


IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed by:

FOR THE JAMES ISLAND
CHARTER HIGH SCHOOL.



Tim Thorn
Principal

Dated: 8-10-17

FOR THE CITY OF CHARLESTON:

John J. Tecklenburg
Mayor

Dated: _____

Gregory G. Mullen, Chief
City of Charleston Police Department

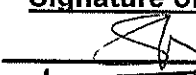
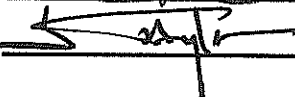
COMMITTEE / COUNCIL AGENDA

14.)

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. Corporation Counsel
SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN CPD AND BCSD RE: SRO'S
REQUEST: APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN CPD AND
BCSD REGARDING SRO'S FOR 2017-2018 SCHOOL YEAR WITH 2 %
INCREASE IN COMPENSATION AND POLICY UPDATES.

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☒

If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



BERKELEY COUNTY
SCHOOL DISTRICT

AGREEMENT BETWEEN

The Berkeley County School District

And

the City of Charleston Police Department

For

The School Resource Officer Program

(SCHOOL YEAR 2017-2018)



Rights and Duties of the Agency

The Agency shall provide School Resource Officers (hereinafter referred to as "S.R.O.s") as follows:

A. Number of School Resource Officers

1. The Agency shall assign one regularly employed officer to the following school:

Daniel Island Elem/Middle

TOTAL
\$35,190.00

2. The Agency shall provide a semester and yearly report of services and criminal incidents to the Superintendent. The end of-the-year report will include trend data with a narrative explanation.

B. Reimbursement for Services and Length of Contract

1. The Berkeley County School District will reimburse the Agency \$35,190.00 for an officer on campus for the 190 staff/student days, an additional \$11,500.00 for summer school (if applicable), and other rates, as detailed in this contract, at times when the officer is needed. If the position becomes vacant for an extended length of time, the reimbursement will be prorated. Summer schools are normally 30 days in length. Anything more or less will be prorated. The agency may temporarily reassign any S.R.O. during the period of a law enforcement emergency.
2. The S.R.O. assigned to the school will be permitted to travel to off-campus programs in the City of Charleston and Berkeley County that are a part of the school, at the request of the administration and with the consent of the Chief of Police or his designee, for educational purposes and emergencies.
3. In cases of emergency or unusual circumstances with the discretion of the Agency, an S.R.O. may be temporarily assigned such duties at the middle school level to insure the continued physical and psychological well-being of the students. A record shall be kept of the dates of each such temporary assignment and circumstances warranting it. This record shall be made part of the report required by the section of this contract entitled "Program Goals and Evaluation."

C. Duties of School Resource Officers

1. Instructional responsibility for S.R.O.s at the schools:

- a. The S.R.O. shall act as an instructor for specialized, short-term programs at all schools, when invited to do so by the principal or a member of the faculty.
- b. The S.R.O. shall act in the capacity of law enforcement, teacher and counselor for Public Safety classes.

2. Additional duties and responsibilities of all S.R.O.s:

- a. The S.R.O. shall coordinate all of his / her activities and programs with the principal and staff members concerned and will seek permission, advice, and guidance prior to enactment.
- b. The S.R.O. shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of the laws, the role of the law enforcement officer, and his / her duties. The S.R.O. will distribute a program evaluation form to all students and the teacher after each session. This information will be kept on file yearly by the principal and subject to review by the school district and the Agency.
- c. The S.R.O. shall encourage individual and small group discussions with students, based upon material presented in class, to establish rapport with the students.
- d. When requested by the principal, the S.R.O. shall attend parent/faculty meetings to solicit support and understanding of the S.R.O. program.
- e. The S.R.O. shall be available for conference with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained is governed by South Carolina Code Title 63 (Proceedings Relating to Juveniles), and shall not be disclosed except as provided by law or court order.
- f. The S.R.O. shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The S.R.O. shall make referrals to such agencies when necessary thereby acting as a resource person to the students, parents, faculty and staff of the school.
- g. The S.R.O. shall assist the principal in developing plans and strategies to prevent and / or minimize dangerous situations, which may result from student unrest.
- h. Should it become necessary to conduct formal police interviews with the students, the S.R.O. shall inform the principal or his/her designee, adhere to law enforcement policy, as well as legal requirements with regard to such interviews.
- i. The S.R.O. shall take law enforcement action as required. The S.R.O. shall take law enforcement action as required against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the S.R.O. may do so under the authority of law. As soon as practicable, the S.R.O. shall make the principal of the school aware of such action. (Ref. South Carolina Safe Schools Act)

- j. The S.R.O. shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary. The S.R.O. shall, whenever possible, participate in and/or attend school functions as they relate to the duties of the S.R.O.
- k. The S.R.O. shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward it to S.R.O. supervisors who will forward copies to the Superintendent or his designee.
- l. The S.R.O. shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the principal shall contact the S.R.O. or his/her supervisor in a timely manner and the S.R.O. shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem area, the S.R.O. shall assist the school until the problem is solved.
- m. In cases of contested expulsions the Agency will provide case information and/or testimony to the Superintendent or his designee, and shall upon the request of the Superintendent, or his designee, testify at the hearing, unless such testimony could hinder a criminal prosecution.
- n. In cases where needed and/or requested, the S.R.O. shall assist in traffic control duties.

3. Co-Curricular Activities and School Functions

- a. Upon request of the principal, or his/her designee, and approval of the Chief of Police or his designee, a School Resource Officer may accompany their school to events outside of the City of Charleston and within the State of South Carolina, for the purpose of providing services as authorized by state law. See S.C. Code (Ann.) Sec. 5-7-12. Under no circumstances may the SRO, in an official capacity, accompany their school to events outside the State of South Carolina.
- b. When the SRO works outside of the normal weekly work school hours, which includes but is not limited to providing services for the events described in paragraph a above, the payment for the S.R.O. shall be based on a time and a half hourly rate determined by the City of Charleston's Police Department policy, and is in effect upon execution of this agreement. The school requesting the S.R.O.'s services will provide the payment within 45 days of receiving an invoice from the City of Charleston Police Department.

Program Goals and Evaluation

The Agency in conjunction with the Berkeley County School District shall develop program goals and objectives for the School Resource Officers Program. These programs and goals shall be in line with the Berkeley County School District's action plan for a safe school climate. This

means that the S.R.O. will be an active law enforcement official on campus; a classroom instructor; a resource for teachers, students, and parents. This S.R.O. will also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Agency shall evaluate the effectiveness of the School Resource Officer Program and report annually to the Berkeley County School District no later than July 30 each year.

Rights and Duties of the School Board

The School Board shall provide to the full-time S.R.O. of each high school and middle school the following materials and facilities which are deemed necessary to the performance of the S.R.O. duties.

- A. Access to an air-conditioned and properly lighted private office that is not shared. This office shall contain a telephone, which may be used for general business purposes.
- B. A location for files and records, which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, worktable, filing cabinet, office supplies and a school issued computer.

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the Agency and shall not be employees of the School District of Berkeley County. The School Board and the Agency acknowledge that the School Resource Officers are employees of the Agency who shall uphold the law under the direct supervision and control of their Agency. School Resource Officers shall remain responsible to the chain of command of the Agency.

Appointment of School Resource Officers

The Agency shall be responsible for recruiting, interviewing, and evaluating School Resource Officers who shall serve at the pleasure of the Agency.

Selection Qualifications

Candidates should have a minimum of eighteen months experience as a certified law enforcement officer.

Candidates should have successfully completed or presently be enrolled in, or be willing to be enrolled in the next available School Resource Officer training course.

Officers applying to the program must be able to speak effectively before a group, to intelligently present a normal and organized program of instruction, and be willing to demonstrate same during an Oral Interview Board prior to becoming a School Resource Officer.

Candidates must be willing to submit to an Oral Interview Board in order to determine their respective abilities. This board will make recommendations to the Agency regarding such candidates that may come before it.

The Oral Interview Board will be convened by the Agency. The Oral Interview Board will consist of eight (8) members of the Agency, the School Superintendent or his/her designee, and the School Board Chairman or his/her designee.

Reassignment/Resignation/ Dismissal of School Resource Officers

In the event the principal of the school to which the S.R.O. is assigned, or the Office of Safety and Security, believes the particular S.R.O. is not effectively performing his or her duties and responsibilities, the principal and/or the Office of Safety and Security shall state these reasons in writing to the Superintendent. Within a reasonable time after receiving the recommendations, the Superintendent or his designee shall advise the Agency or his designee of the concerns. If the Agency so desires, the Superintendent/Director and Agency, or their designees, shall meet with the S.R.O. to mediate or resolve any problems of the school to which the S.R.O. is assigned. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated, or in the event mediation is not sought by the Agency, then the S.R.O. shall be reassigned from the program at the school and a replacement shall be obtained.

The Agency may dismiss or reassign a S.R.O. based upon the Agency's Rules, Regulations, and/or General Orders and when it is in the best interest of the citizens of Berkeley County.

In the event of the resignation, dismissal, or reassignment of an S.R.O., or in the case of absences by a S.R.O., the Agency shall provide a temporary replacement for the S.R.O. immediately and within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment, a replacement will be assigned.

Good Faith


The School Board, the Agency, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Agency or their designees. The terms of this agreement are subject to change at the end of each school year no later than July 31 of the calendar year. The Agency will review any recommended changes or modifications and the Superintendent or their designees and any recommendations to the agreement will be submitted in writing.

This agreement pertains to the School year commencing on July 1, 2017 through June 30, 2018.

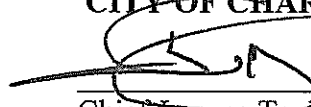
Merger

This Agreement along with the attached addendum constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.



Witness

CITY OF CHARLESTON


Chief Jerome Taylor
City of Charleston Police Department
8/23/17

Date

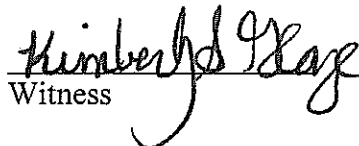
Witness

Mayor John Tecklenburg

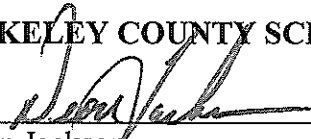
Date



Witness



Witness

BERKELEY COUNTY SCHOOL DISTRICT


Deon Jackson
Interim Superintendent
9/11/17

Date

**ADDENDUM TO
AGREEMENT BETWEEN**

The Berkeley County School District

And

The City of Charleston Police Department

For

The School Resource Officer Program

(School Year 2017-2018)

This Addendum is attached to and forms part of the agreement set forth in the attached Agreement Between the Berkeley County School District and the City of Charleston Police Department for the School Resource Officer Program (School Year 2017-2018) by adding the following language to the existing sections of the Agreement:

Purpose

The School Resource Officer (SRO) will facilitate the development of positive relationships by instilling an atmosphere of approachability, mutual respect, and trust within the school to which the officer is assigned. This is done to create safe and secure school environment while developing and maintaining a successful working relationship between police, school administrators, staff, parents, and students. The School Resource Officer Unit will establish a highly visible police presence in the schools they serve by assigning a specially selected and trained uniformed police officer to each middle and high school campus. The School Resource Officer Unit supervisor will determine scheduling, training related to the duties of the position, and assignments. The School Resource Officer (SRO) will perform in an enforcement and investigative capacity and will seek the cooperation of school administrators to the benefit of all within the school and community. The SRO will function as an advisor, mentor, and positive role model to students as well as provide an additional educational resource to the school.

Policy

The procedures and organizational aspects referred to in this agreement do not supersede any policies of the Charleston Police Department, specifically but not limited to, Administrative General Order 40 – Juvenile Operations, Administrative General Order 9 – Responsibilities of

Administration and Administrative General Order 30- Authority to Exercise Alternatives to Arrest.

Objective

The SRO Unit involves the assignment of police officers from the Charleston Police Department to work directly in the high schools and middle schools within the city of Charleston. The purpose of these assignments is an effort to establish a partnership with school personnel, parents and students.

The goals of this partnership include the following:

1. Maintain a safe and secure environment on campus.
2. Prevent criminal activities and disturbances.
3. Promote positive attitudes regarding police functions.
4. Instill students with a sense of their rights and responsibilities as citizens.
5. Establish a positive working relationship with the school and surrounding community.
6. Prevent juvenile delinquency.

The SRO will attempt to prevent criminal offenses committed on school property by:

1. Patrolling the school campus in order to maintain a highly visible presence and deterrence to criminal activity.
2. Investigating crimes that occur within the school and on school property.
3. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus.
4. Developing positive relationships with students and staff.
5. Supporting or implementing outreach programs both in school and after school.
6. Participate in safety drills such as fire, Code Yellow/Red as scheduled by school administrators.

SRO Duties and Responsibilities

Understanding that juvenile behavioral issues are best handled by school administrators, the SRO will not act as a school disciplinarian. The SRO will not enforce or investigate violations of school rules or policies or become involved with matters that are strictly school discipline issues.

Specific duties and responsibilities of the SRO include, but are not limited to:

LAW ENFORCEMENT OFFICER

1. The primary duty of the SRO is to ensure a safe and crime free learning environment in schools.

2. The SRO will act to prevent an active shooter and in the event of an active shooter to respond and stop the threat to the students, faculty and visitors.
3. The SRO will work with students, teachers and school administrators to identify and address problems that make students feel unsafe on the school campus.
4. The SRO will remain on their assigned school campus from school opening until school closing unless otherwise directed by the Charleston Police Department.
5. The SRO will initiate investigations of violations of criminal laws occurring on school property or involving school personnel or students.
6. The SRO will be responsible for obtaining off-duty officers to work school related functions such as athletic events. In this role, the SRO will coordinate and confer with appropriate school staff regarding security plans for these events as needed.
7. The SRO will notify the school administration of any emergency police action or threat that occurs on or near campus.
8. The SRO will act as a liaison between the school and the police department for school related issues as it pertains to information sharing as permitted by state and federal law.
9. The SRO will work with school administrators to develop a safety plan that addresses critical incidents as well as minor school incidents requiring additional police response.
10. The SRO will prevent and reduce the occurrence of criminal activity on school property by establishing a highly visible police presence.
11. The SRO will take law enforcement actions as required against intruders and unwanted guests who may appear at school and school related functions to the extent that the SRO may do so under authority of the law.
12. In the event that the SRO becomes aware of a threat to their school, students or school staff members the SRO must immediately notify the SRO Sergeant.
13. The SRO will work with administrators and school district security officials to review campus security measures, such as security cameras, entry procedures, and fire/lockdown drills.

INFORMAL COUNSELOR

1. The Charleston Police Department is committed to diverting youth from the criminal justice system when appropriate; therefore, SROs will consider alternatives to arrest by referring youth to various service providers. (Examples of appropriate alternatives include but are not limited to; Mobile Crisis, Department of Social Services or existing in-school programs or counselling programs).
2. The SRO will attempt to resolve any problems between the school and the surrounding residential or business communities so that the schools will maintain a viable relationship with the surrounding community.
3. The SRO will promote youth based crime prevention programs such as, but not limited to; Camp Hope and the Charleston Police Explorers.
4. The SRO will pursue improved cooperation among the schools, communities, students, parents, other agencies and the police.
5. SROs will provide individual mentorship to students when appropriate.
6. The SRO will identify students by direct contact or information from school personnel who need or may need the assistance of other social services.
7. The SRO will encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

8. When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.
9. The SRO will make themselves available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
10. The SRO will become familiar with all community agencies which offer assistance to youth and their families, such as mental health clinics, drug assistance centers...etc. The SRO will make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty and staff.
11. The SRO will act to de-escalate potential conflicts among students in an attempt to prevent issues positively before they escalate into criminal activity such as assaults or harassment.

EDUCATOR

1. The SRO will act as an instructor for specialized short term programs at all schools when approved to do so by the Principal or a member of the faculty.
2. The SRO will coordinate all of their activities and programs with the Principal and staff members concerned and will seek advice and guidance prior to enactment.
3. The SRO will develop expertise in presenting various law related subjects to students.
4. The SRO will explain the role of law enforcement in society by participating in lectures, displays and special events.
5. The SRO will serve as a law related educator and will be available to teach law related topics when possible. This function is secondary to the SRO's primary duty as law enforcement officer.
6. The SRO will serve as a law related advisor and a resource for students, parents and school staff regarding criminal justice issues.

Supervision: SRO Sergeant Duties and Responsibilities

Specific duties and responsibilities of the SRO Sergeant include, but are not limited to:

1. The SRO Sergeant will act as a liaison between the Charleston Police Department and the schools and school districts it serves.
2. The SRO Sergeant will be responsible for the daily supervision of the SROs assigned to the SRO Unit.
3. The SRO Sergeant will be responsible for the scheduling, training and assignment of the SROs assigned to the SRO Unit.
4. The SRO Sergeant will be responsible for the collecting, maintaining and disseminating (as directed), data as it pertains to juvenile arrests and criminal activity reported at respective schools.
5. The SRO Sergeant will be responsible for the approval of all arrests made by SROs as it

- relates to their duties as SROs. This is to ensure that all department policies and guidelines are being followed and that the law is being applied consistently at all schools.
6. The SRO Sergeant will immediately notify the Team Commander, Division Commander, Deputy Chief and Chief of Police of any arrest made on school grounds via email.
 7. The SRO Sergeant will immediately notify the Team Commander, Central Investigations and the SSRT Sergeant of any potential threat to a school.

SRO Selection and Training

SROs will be selected pursuant Charleston Police Department Administrative General Order 9 – Responsibilities of Administration, subsection 9.7.

ELIGIBILITY

1. An officer must be released for independent duty.
2. Express a desire to participate in the SRO Unit.
3. Have a minimum of meets expectations rating on their most recent annual evaluation.
4. Receive a favorable recommendation from their supervisor.
5. There will be a review of the applicant's personnel file, evaluations and Professional Standards record.

SELECTION PROCESS

The division commander or their designee will make a vacancy announcement at least 15 days prior to the start of the selection process. The selection process will include at a minimum an oral interview panel. The oral interview panel will include three to five evaluators. These evaluators will include the Team Commander, one or more members of the unit, a command level personnel from outside of the Team and/or a City of Charleston employee from a department that has a working relationship with the Charleston Police Department.

SRO TRAINING

All SROs must attend the SRO Course at the South Carolina Criminal Justice Academy within one year of permanent transfer into the unit. Additional training will be the responsibility of the individual SROs.

Threats to Schools

In the event that an SRO receives information of a potential threat to their school, a student or staff member the SRO will do the following:

1. Notify the SRO Sergeant and begin gathering all pertinent information in regards to the parties involved.
2. The SRO will be responsible for completing the incident report for the situation.
3. The SRO Sergeant will notify the Team Commander, Central Investigations and the SSRT Sergeant of the situation.

Central Investigations, once notified will respond and be responsible for conducting any follow

up investigations. CID responds under these circumstances so that the incident can be investigated with the appropriate sense of urgency and consistency at all CPD staffed campuses. This will facilitate the proper documentation, charging of offenders (if applicable), or mitigation of fear if the incident is discovered to be a false threat or misunderstanding.

Searches, Seizures and Interviews

SEARCHES AND SEIZURES

1. The SRO will not conduct administrative searches.
2. Police searches of students and their property on school premises are generally subject to the same legal requirements for a search warrant and probable cause as other searches.
3. Exceptions to the search warrant requirement (e.g. consent to search, emergency situations) that apply to non-school searches also apply to school searches.
4. School officials may conduct searches of students and their property without a warrant but with reasonable suspicion.
5. Searches conducted by school officials upon the request of, or with the active participation of the police, require a search warrant.
6. Officers may only accompany school officials who are conducting a search without a search warrant, but may not participate with school officials in the search either directly or indirectly.
7. The SRO will only seize property as it relates to criminal activity.

INTERVIEWS

The interviewing of students is addressed in Charleston Police Department Administrative General Order 40:

Subsection 40.4 – Juveniles on School Grounds

“Before any effort is made to question a student on school grounds, the officer will contact the school principal, or designee, and the assigned SRO. The officer will ask the principal to contact the student’s parent or guardian, indicating that a police officer has requested to interview the student and gain the consent of the parent/guardian prior to the questioning.

1. If the parent/guardian requests that the questioning take place in his/her presence, the questioning will be delayed until the parent/guardian arrives.
2. If the parent/guardian denies permission for an interview at the school the student will not be called from class.

If the police officer receives permission for the interview a school staff member, rather than the police officer, will call the student from class to the school office. In the event that the officer believes they have not received proper cooperation from a school official the officer will report the situation to the officer’s superior and to the proper school official.”

SROs will not enlist school officials or employees to conduct interviews, inquire or similar fact finding activities regarding students as part of an investigation. School officials who act at the direction of or on behalf of the interests of the police constructively become police officers and in so doing must abide by the legal provisions pertaining to a police officer. Police officers are

not precluded from questioning school officials with regard to their knowledge of youths in their charge, their activities and similar matters.

Student Arrests

Under no circumstances will an SRO or any other officer with the Charleston Police Department charge a student with *Disturbing School* (SC Statute 16-17-420 or City Code 21-107)

Pursuant to CPD General Order 40, subsection 40.3 – Juvenile Investigations:

“Officers are required to utilize the least coercive methods available to accomplish the police mission during interactions with juveniles. Society grants police officers wide latitude and discretion regarding their decisions to invoke the formal arrest process. Factors to be weighed in determining whether to arrest, divert a juvenile from the criminal justice system through outright release, or other options as offered by the courts, department, or related agency are: seriousness of the crime, age and circumstances of the juvenile offender, offender’s prior record (if any) and availability of local rehabilitation resources.”

Additionally, SRO’s will be cognizant that some types of student misbehavior may technically meet existing statutory requirements for non-violent misdemeanor offenses, however upon considering all factors involved, may be best handled outside of the Juvenile Criminal Justice System.

Additional guidance for these situations is located in CPD General Order 30: Authority to Exercise Alternatives to Arrest which states in section 30.1: “From time to time, by the nature of their employment, police officers may face situations where the interests of all concerned are best served by utilizing methods other than conventional arrests. Discretion is inherent to the police profession and may result in the officer applying a wide spectrum of incident reaction ranging from warnings to custodial arrest. The purpose of this directive is to provide some guidance as to when discretion is appropriate and when it is not.”

SRO’s will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and misbehavior is the responsibility of the school administrators unless the violations involve criminal conduct. Minor, non-violent behavioral violations will be resolved by school administration.

In the event that a student violates the law and an arrest is imminent the following procedure will be followed:

1. The SRO must immediately notify the SRO Sergeant of the situation.
2. The SRO Sergeant will make a determination if an arrest is appropriate based on the applicable laws of the state, codes of the city and policies and procedures of the department.
3. The SRO Sergeant will then notify the Team Commander, Division Commander, Deputy Chief and the Chief of Police of the incident via email.
4. When an arrest does occur the SRO will consider and comply with the recommendations of the Juvenile Detention Risk Assessment Instrument in determining the detention or

- custodial release of juvenile offenders, unless it is overridden by a supervisor.
5. In the event of the arrest of an adult student the SRO will cite and release the student unless the arrest is for felony or serious misdemeanor.
 6. In general, arrests/ charges of students will result in release to parents or guardians at the incident location unless the circumstances of the incident or criminal charge are significant in nature resulting in custodial detention.

Memorandum of Understanding

Memorandums of Understanding (MOU's) will be developed between the Charleston Police Department and each respective School District in which the CPD SRO's are assigned. MOU's will be established yearly and will include effective dates of the agreement. The MOU will clearly define the roles and responsibilities of the partners involved. All MOU's will be signed and dated by the City of Charleston Mayor and Chief of Police as well as the respective school district Superintendent or Charter School Principal.

CITY OF CHARLESTON

Witness

Chief Jerome Taylor Date
City of Charleston Police Department

Witness

Mayor John Tecklenburg Date

BERKELEY COUNTY SCHOOL DISTRICT

Perry Riddle
Witness

Deon Jackson 9/14/17
Deon Jackson Date
Interim Superintendent


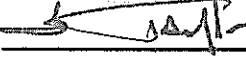
Kimberly S. Gray
Witness

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. Corporation Counsel
SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN CPD AND CCSD RE: SRO'S
REQUEST: APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN CPD AND
CCSD REGARDING SRO'S FOR 2017-2018 SCHOOL YEAR WITH 3 %
INCREASE IN COMPENSATION AND POLICY UPDATES.

COMMITTEE OF COUNCIL: DATE:

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

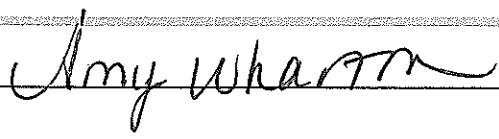
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div: Account #:

Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).

CFO's Signature: 
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SCHOOL RESOURCE OFFICER PROGRAM: 2017-2018 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

This Memorandum of Agreement is made and entered into by and between the Charleston County School District and the City of Charleston Police Department for the 2017-2018 school year.

SECTION 1: RIGHTS AND DUTIES OF THE CHIEF OF POLICE

The Chief of Police shall provide School Resource Officers (hereinafter referred to as "SRO") as follows for the 2017-2018 school year. The services of the School Resource Officers will commence on the first teacher workday of the school year and will continue through the last school day for students.

A. Number and Funding of School Resource Officers

The Chief of Police shall assign regularly employed police officer(s) to each of the following schools:

School Name	# of SROs Assigned by CPD	# of SROs Funded by CCSD	# of SROs Funded by CPD
Burke High School	1	1	0
C.E. Williams Middle School	1	1	0
Haut Gap Middle School	1	1	0
Camp Road Middle School	1	0	1
Simmons Pinckney Middle School	1	0	1
St. John's High School	1	1	0
West Ashley High School	2	2	0
West Ashley Middle School	1	0	1

The Charleston County School District shall fund six (6) officers at the rate of \$35,535 per officer.

The Chief of Police shall assign a police supervisor to oversee the police officers assigned above and to perform scheduled and non-scheduled visits to the schools.

The Chief of Police or designee shall provide a monthly report of calls for service and criminal incidents occurring within these schools to the Superintendent of Schools or designee. The report shall include trend data with a narrative explanation.

The SRO assigned to the above schools will be permitted to travel to off-campus based school programs in the City of Charleston at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or designee.

At the discretion of the Chief of Police and the Superintendent of Schools, a SRO may be temporarily assigned to an elementary school within the City of Charleston in cases of emergency or unusual circumstances in order to ensure the continued physical and

SCHOOL RESOURCE OFFICER PROGRAM: 2017-2018 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
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psychological well-being of students. A record shall be kept by CCSD of the dates of such temporary assignments and the circumstances warranting it.

B. Regular Duty Hours of School Resource Officers

Each school listed in this agreement shall have an SRO assigned on a full-time basis during the regular school year. The SRO will be assigned to the school eight (8) hours per school day; however, a SRO may be called upon to leave the assigned school when he/she is needed at another school to handle a call for service or other criminal incident. The supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during a period of a public safety emergency. Availability of a SRO during the summer months is at the discretion of the Chief of Police or designee and shall be the subject of a separate agreement.

C. Duties of the School Resource Officer

SROs are expected to adhere to the guidelines set forth in the Charleston Police Department's SRO Field Guide. A copy of this document will be provided to CCSD.

The SRO shall act in the capacity of a law enforcement officer and advisor.

The SRO shall act as an instructor for specialized short-term programs when approved to do so by the Principal or member of the faculty. The SRO will encourage individual and small group discussions with students based upon materials covered in class to further establish rapport with the students. The SRO shall develop expertise in presenting various law-related subjects to students. The SRO will submit the subject and the number of classes taught on the monthly activity report.

The SRO shall coordinate all of his/her activities and programs with the Principal and relevant staff members and will seek advice and guidance prior to implementation. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO. The SRO will keep the Principal informed of his/her Police Department obligations.

When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

The SRO shall become familiar with all community agencies that offer assistance to youth and their families, such as mentoring agencies, mental health clinics, and drug assistance centers. The SRO shall serve as a resource to students, parents, faculty, and staff, and should make referrals to these agencies when necessary.

SCHOOL RESOURCE OFFICER PROGRAM: 2017-2018 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

The SRO shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

Should it become necessary to conduct a formal police interview with students and/or faculty members, the SRO shall inform the Principal and/or designee and adhere to applicable law enforcement policies and legal requirements.

The SRO shall take law enforcement actions to the extent that the SRO may do so under the authority of law against intruders and unwanted guests who appear at the school and related school functions. As soon as practical, the SRO shall make the Principal aware of such action.

The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment whenever necessary.

The SRO shall maintain detailed and accurate records of the School Resource Officer program on a monthly basis. These records should be compiled by the SRO supervisor and submitted to the Superintendent of Schools or designee.

The SRO shall not act as a school disciplinarian. The administration of school discipline is solely the responsibility of the appropriate school faculty and staff. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties; however, SROs should provide guidance and/or assistance to the school administration when presented with a specific problem or concern.

If an incident is a violation of the law, the Principal will contact the SRO and/or the SRO supervisor immediately. The SRO will determine whether or not law enforcement action is appropriate.

In cases of contested expulsions, the SRO will provide case information or testimony to the Superintendent of Schools or designee. The SRO will also provide testimony at an expulsion hearing after being requested by the Superintendent of Schools or designee, unless such testimony could hinder a criminal investigation or prosecution.

D. Co-Curricular Activities and School Functions

Upon request from the Principal, and with the approval of the Chief of Police or designee, a SRO may accompany a school to events outside of the City of Charleston and within the State of South Carolina for the purposes of providing law enforcement services as authorized by S.C. Code § 5-7-12. Under no circumstances may the SRO in his/her official capacity accompany a school to events outside the State of South Carolina.

When the SRO works outside of the normal weekly school hours, which includes, but is not limited to, providing services for the events described in the above listed paragraph, the payment for the SRO shall be based on an hourly rate at time and a half as

SCHOOL RESOURCE OFFICER PROGRAM: 2017-2018 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

determined by Charleston Police Department policy in effect at the time of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the School District's Director of Security and Emergency Management. (NOTE: This paragraph does not apply to off-duty services provided to the School District by individual officers.)

SECTION 2: RIGHTS AND DUTIES OF THE SCHOOL DISTRICT

The School District shall provide each SRO with the facilities deemed necessary in the performance of the SRO's duties.

A. Materials and Facilities Provided by the School District

The School District will provide the SRO with access to an air-conditioned and properly lit private office. This office shall contain a telephone and school computer, which will be used for general business purposes. Only the SRO will have access to this office.

The School District will provide the SRO with a location for files and records that can be locked and secured within the office.

The School District will provide a desk with drawers, an office chair, and a filing cabinet.

SECTION 3: PROGRAM GOALS AND EVALUATION

The Charleston County School District requests the assistance of the Charleston Police Department in keeping its schools safe and orderly.

A. Program Goals

The Charleston Police Department, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer program. These program goals shall be in line with the Charleston County School District's strategic plan related to a safe school climate.

The SRO shall be an active law enforcement official on campus, a law-related instructor, and an advisor and resource for faculty, staff, students, and parents.

The SRO shall be active in conferences, counseling, and community referrals.

B. Program Evaluation

Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

SCHOOL RESOURCE OFFICER PROGRAM: 2017-2018 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

The Charleston Police Department shall evaluate the effectiveness of the School Resource Officer program and report the SROs' activity to the Charleston County School District on a monthly basis.

SECTION 4: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The Charleston Police Department shall be responsible for the recruitment and employment of School Resource Officers. The Charleston Police Department and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs and SRO candidates; recommendations may be made to the Chief of Police for the selection of SROs. The SRO shall serve within schools at the pleasure of the Chief of Police and Superintendent of Schools.

SECTION 5: REASSIGNMENT, RESIGNATION, OR DISMISSAL OF SCHOOL RESOURCE OFFICERS

It is in the best interest of the Charleston Police Department and Charleston County School District that highly qualified and skilled police officers serve as School Resource Officers.

A. Principal's Request for the Removal of an SRO

In the event the Principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the Principal shall state these reasons in writing to the School District's Director of Security and Emergency Management. Within a reasonable time after receiving the written recommendation from the Principal, the Director of Security and Emergency Management or designee shall advise the Chief of Police or designee of the Principal's concerns.

If the Chief of Police desires, the Superintendent and the Chief of Police, or their designees, shall meet with the SRO and the Principal in an attempt to mediate and resolve any concerns.

If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school, and a replacement shall be obtained.

B. SRO's Adherence to Department Rules

The Chief of Police may dismiss or reassign a SRO based upon the department's rules, regulations, and/or general orders, and when in the best interest of the citizens of Charleston County and the City of Charleston.

C. Assignment of a Replacement SRO

**SCHOOL RESOURCE OFFICER PROGRAM: 2017-2018 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department**

In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of absences by a SRO, the Chief of Police shall provide a temporary replacement for the SRO within five (5) business days. A permanent replacement will be assigned within 30 school days of receiving notice of such absence, dismissal, or resignation.

SECTION 6: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The School Resource Officers of the Charleston Police Department shall act as the law enforcement unit for the Charleston County School District with regard to the information sharing provisions of the Federal Educational Rights and Privacy Act (FERPA).

SECTION 7: REQUEST FOR CANINE SEARCHES

A Principal can request canine search assistance from the Charleston Police Department with the approval of his/her supervisor (i.e., Executive Director or Associate Superintendent). School District and Police Department policies and procedures must be followed during any canine searches.

SECTION 8: GOOD FAITH AND MODIFICATION

The Charleston County School District, the Charleston Police Department, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

Acting on behalf of the Charleston County School District and the Charleston Police Department, this agreement is signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

Gerrita Postlewait
Superintendent of Schools

Date of Signature

FOR THE CITY OF CHARLESTON:

John Tecklenburg
Mayor

Date of Signature

SCHOOL RESOURCE OFFICER PROGRAM: 2017-2018 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department



Jerome Taylor
Chief of Police

Aug 28, 2017

Date of Signature

CPR COMMITTEE and/or COUNCIL AGENDA

16.)

TO: John J. Tecklenburg, Mayor
FROM: Tom Magee / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: WENTWORTH GARAGE RESTROOM RENOVATIONS CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Schroder's Services, LLC in the amount of \$56,155.00 for the renovation of the restroom in the Wentworth Parking Garage. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 022085-52445

Balance in Account \$952,617.90 Amount needed for this item \$65,000.00

Project Number CP1716

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this action will institute a \$65,000.00 project budget of which the \$56,155.00 construction contract will be funded. The funding source for this project is the 2017 Parking Facilities, Structural Repairs in the General Operating Budget (\$1,060,000.00).

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

Wentworth Parking Garage Restroom Renovation

CP1716		CPR/CC Approved Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
Division/Object						
022085-52236	Advertising	\$ 400.00	\$ 309.18	\$ 90.82	\$ -	Pcard
TOTAL D/E COSTS		\$ 400.00	\$ 309.18	\$ 90.82	\$ -	
CONSTRUCTION						
022085-52445	Constuction	\$ 56,155.00	\$ -	\$ 56,155.00	\$ -	Schroder's Services
TOTAL CONSTRUCTION COSTS		\$ 56,155.00	\$ -	\$ 56,155.00	\$ -	
022085-52445	Contingency	\$ 8,445.00	\$ -	\$ -	\$ -	
TOTAL PROJECT COSTS		\$ 65,000.00	\$ 309.18	\$ 56,245.82	\$ -	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
2017	Parking Garage - Structural Repairs	\$ 65,000.00	\$0.00			
TOTAL FUNDING		\$ 65,000.00	\$0.00			
SUMMARY						
TOTAL PROJECT FUNDING		\$65,000.00	\$0.00			
TOTAL PROJECT COST		\$65,000.00	\$ 309.18			
PROJECT BALANCE		\$ -	\$ (309.18)			

City of Charleston Short Form Small Construction Contract

THIS CONTRACT, made this _____ day of _____, 20____ by and between:

The Owner: City of Charleston and the Contractor: Schroder's Services, LLC
Department of Parks PO Box 623
823 Meeting Street James Island, S.C., 29457
Charleston, SC 29403

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

WHEREAS, the Owner requires the construction of the project (the "WORK") identified as follows:

CP-1716 - Wentworth Garage Bathroom Renovations

(Project Number) - (Project Name)

Short Description of the Project: The project scope is inclusive of the renovation of existing Bathroom facilities located in the Wentworth Street Parking Garage. Work includes removal of bathroom fixtures and finishes and replacement with new bathroom fixtures, floor tile, painting, ventilation, door hardware and all of the necessary plumbing, electrical and ventilation work as identified in the Project Manual.

WHEREAS, the Contractor, whose South Carolina professional license is **114136**, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract;

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

CONTRACTOR: Schroder's Services, LLC

BY: _____
John J. Tecklenburg
Mayor

BY: _____
(Signature of Contractor Representative)

Patrick Schroder
(Name of Contractor Representative)

ITS: Owner

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

- a. THE EFFECTIVE DATE of this Contract shall be the date written above.
- b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
- c. THE DATE OF SUBSTANTIAL COMPLETION shall be **56 calendar days** after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
- d. THE DATE OF FINAL COMPLETION shall be the date that the Scope of Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable work performed shall be as follows:

- a. THE CONTRACT SUM OF **Fifty Six Thousand One Hundred and Fifty Five Dollars (\$56,155.00)** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
- b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **Alternate No. 1**
Not Applicable ☐

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

It is acknowledged that the Contractor's failure to achieve substantial completion of the work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **One Hundred and Ten Dollars (\$110.00)** for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract ("Scope of Work") shall consist of the following:
1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
 2. the Project Manual dated: **June 8, 2017 (Exhibit A)**.
 3. the Project Drawings dated **N/A** along with the Project Drawings listed in the Project Manual;
 4. all bid Addenda issued by the City;

5. the Contractor's completed Bid Form;
6. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:

1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Scope of Services for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and Workmanlike manner as required by this Contract; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

B. Contractor's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.

C. Owner's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Owner shall:

1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice;
4. act as the A/E in the absence of a licensed design professional.

D. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Project and to determine if the Project is being performed in a manner indicating that the Project is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part;
8. prepare Change Orders or Change Directives as directed by the Owner.
9. if during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

- A. Shop Drawings and Samples
1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
 2. The Contractor shall submit **Three (3)** sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
 3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
 4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.
- B. Materials and Workmanship
1. The Contractor shall not use or allow the use of any asbestos-containing product.
 2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
 3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using Workmanship of the highest quality in accordance with the Contract Documents.
- C. Inspection and Testing of Materials
1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
 2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The

Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Scope of Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and Workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes

1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

- A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing Work, either directly or indirectly, for the Contractor, for a period of time exceeding ninety (90) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
 2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner;
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 1. Premises – Operations.
 2. Independent Contractor's Protective.
 3. Products and Completed Operations.
 4. Personal and Advertising Injury.
 5. Contractual, including specified provisions for Contractor's obligations.

6. Broad Form Property Damage, including Completed Operations.
7. Owned, Non-Owned and Hired Vehicles.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:

1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence \$ 1,000,000
 - e. Fire Damage \$ 50,000
 - f. Medical Expense (any one person) \$ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
 - a. Combined Single Limit \$ 1,000,000

-OR-

 - b. Bodily Injury & Property Damage (each) \$ 1,000,000
3. Workers Compensation
 - a. State Statutory
 - b. Employer's Liability \$ 100,000 Per Accident
\$ 500,000 Disease, Policy Limit
\$ 100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

~~H. Bonds~~ BONDING NOT REQUIRED FOR THIS PROJECT
~~The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.~~
~~1. Bonds shall each be in the amount of 100% of the amount of the Contract.~~
~~2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:~~
~~a. be issued by a surety company licensed to do business in South Carolina; and,~~
~~b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,~~

- ~~c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,~~
- ~~d. display the Surety's Bond Number.~~

~~I. Property Insurance~~

~~The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.~~

ARTICLE 11 – CORRECTION OF WORK

- A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's Workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

- A. This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) shall waive any and all objections to jurisdiction and venue; (3) and shall not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

- A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.
- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

CPR COMMITTEE and/or COUNCIL AGENDA

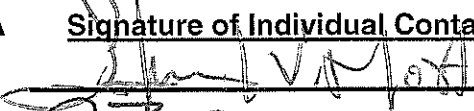

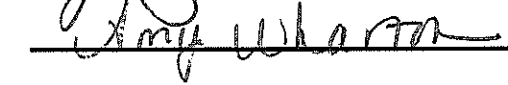
17.)

TO: John J. Tecklenburg, Mayor
FROM: Nate Yokoyama / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: VRTC PARKING GARAGE NORTH STAIRWAY REPLACEMENT CONSTRUCTION
CONTRACTION
REQUEST: The approval of a Construction Contract with J. Musselman Construction, Inc. in the amount of \$262,186.00 for the replacement of the north stairwell at the VRTC Parking Garage.

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 12, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Project Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div **BFRM/Parking Facilities Admin-ABM** Acct # **022016-52445**
Project Number **CP1706D**
Balance in Account **\$949,619.73** Amount needed for this item **\$262,186.00**

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of this action will institute a \$325,000.00 project budget of which the \$262,186.00 construction contract will be funded. The funding source for this project is the Parking Facilities, Structural Repairs in the Parking Fund (\$1,060,000.00).

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M ON THE DAY OF THE CLERK'S AGENDA MEETING.

VRTC Parking Garage North Stairwell Replacement
CP1706D

CP1706D		Approved Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DIVISION / OBJECT						
DESIGN / ENGINEERING						
022016-52236	Advertising	\$ 409.18	\$ 409.18	\$ -	\$ -	
022016-52445	VRTC Garage - North stairway replacement	\$ 29,100.00				Cummings & McCrady, Inc.
022016-52445	Change Order #1	\$ 2,500.00				2nd temporary egress
022016-52445	Change Order #2	\$ 1,500.00				
022016-52445	<u>Sub-Total VRTC Garage</u>	<u>\$ 33,100.00</u>	<u>\$ 26,573.17</u>	<u>\$ 6,526.83</u>	<u>\$ -</u>	
TOTAL D/E COSTS		\$ 33,509.18	\$ 26,982.35	\$ 6,526.83	\$ -	
CONSTRUCTION						
022016-52445	Construction	\$ 262,186.00	\$ -	\$ 262,186.00	\$ -	J. Musselman Construction
TOTAL CONSTRUCTION COSTS		\$ 262,186.00	\$ 2,340.00	\$ 259,846.00	\$ -	
022016-52445	Contingency	\$ 29,304.82	\$ -	\$ -	\$ -	
TOTAL PROJECT COSTS		\$ 325,000.00	\$ 29,322.35	\$ 295,677.65	\$ -	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>RECEIVED</u>			
2016	Parking Fund - Structural Repairs	\$ 21,235.00	\$ 21,235.00			
2017	Parking Fund - Structural Repairs	\$ 303,765.00	\$ 303,765.00			
TOTAL FUNDING		\$ 325,000.00	\$ 325,000.00			
PROJECT SUMMARY						
AVAILABLE FUNDING		\$ 325,000.00	\$ 325,000.00			
FUNDING NEEDED		\$ 325,000.00	\$ 29,322.35			
PROJECT BALANCE		\$ -	\$ 295,677.65			

City of Charleston Construction Contract

THIS CONTRACT, made this _____ day of _____, 20____ by and between:

The Owner: City of Charleston and the Contractor: J. Musselman Construction, Inc.
Department of Parks 1430 Ashley River Road
823 Meeting Street Charleston, SC 29407
Charleston, SC 29403

WHEREAS, the Owner requires the construction of the following project, identified as follows:
CP1706D - VRTC Garage North Stairwell Replacement
(Project Number) - (Project Name)

Whereas, the CONTRACTOR, whose South Carolina contractor's license is G112423, is prepared and qualified to provide such Construction;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this contract shall be the date written above.
THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
THE DATE OF SUBSTANTIAL COMPLETION shall be 120 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.

PAYMENTS TO THE CONTRACTOR for acceptable work performed shall be as follows:

THE CONTRACT SUM OF \$262,186.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.

THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Not Applicable

LIQUIDATED DAMAGES in the amount of \$200.00 per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed.


ARCHITECT ENGINEER – The A/E of Record for this Project is: Cummings & McGrady, Inc

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

CONTRACTOR: J. Musselman Construction, Inc.

BY: _____
John Tecklenberg
Mayor

BY: 
(Signature of Contractor Representative)
Vance Alexander
(Name of Contractor Representative)

ITS: Vice President

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this agreement shall consist of the following:
1. a fully executed Construction Contract (this document) and any listed attachments thereto;
 2. the Project Manual dated: May 26, 2017
 3. the Project Drawings dated January 23, 2017 and as listed in the Project Manual.
 4. Bid Addenda and dates as follows: Addendum No.1, dated June 29, 2017 and Addendum No.2 dated July 12, 2017
 5. the Contractor's completed Bid Form;
 6. all Change Orders and Change Directives;
 7. other documents as listed in Article 16.

ARTICLE 2 – GENERAL PROVISIONS

- A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the work assigned;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
 5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.
- C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
 3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
 5. employ only persons skilled in the work for which it is to do, employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 6. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.
- D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:
1. provide the contractor with available information regarding the Work and the work area;
 2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
 3. pay the Contractor for acceptable work performed, in accordance with the provisions of this Contract;
 4. if the Contractor fails to begin work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
 5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

1. represent the Owner during the construction process through final completion of the project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the work or acts of omission of the Contractor, Subcontractors or any other entity performing work on the site;
8. review periodic requests for payment, and approve or reject the request, in whole or in part;
9. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
2. The Contractor shall leave uncovered all areas of work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a

- level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.
- E. Changes in the Work
1. Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed work promptly.
 2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed work.
 3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted work, shall include Overhead, Profit, and Commission.
 4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the work required.
- F. Receiving and Storing Materials and Equipment
1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
 2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.
- G. Reports
1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.
- H. Time for Completion
1. Requests for time extensions shall be made promptly. Delays of the work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
 2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
 3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.
- I. Guarantees and Warranties
1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of one year from the date of Substantial Completion, excepting

damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.

2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
- J. Use of the Site
1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the work.
 2. The Contractor shall provide access to the work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.
- K. Taxes
1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to Subcontractors and suppliers for acceptable work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed work until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.
- E. If the work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give

written notice of a Claim within the time required by this paragraph a party expressly waives its claim.

- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
1. The Contractor may terminate the Contract if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the work to be stopped.
 2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for work completed and materials stored in accordance with the Contract Documents.
- C. Owner's Right of Suspension
1. The Owner may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Owner;
 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.
- C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
1. Premises – Operations.
 2. Independent Contractor's Protective.
 3. Products and Completed Operations.
 4. Personal and Advertising Injury.
 5. Contractual, including specified provisions for Contractor's obligations.
 6. Broad Form Property Damage, including Completed Operations.
 7. Owned, Non-Owned and Hired Vehicles.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:
1. Commercial General Liability:

a. General Aggregate (per project)	\$ 1,000,000
b. Products/Completed Operations	\$ 1,000,000
c. Personal and Advertising Injury	\$ 1,000,000
d. Each Occurrence	\$ 1,000,000
e. Fire Damage	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000
 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	\$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	\$ 1,000,000
 3. Workers Compensation

a. State	Statutory
b. Employer's Liability	\$ 100,000 Per Accident
	\$ 500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee
- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.
- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the

Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 10 – CORRECTION OF WORK

- A. The Contractor shall promptly and with due diligence, correct work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the

Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons; firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

- A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 – GOVERNING LAW

- A. This contract shall be governed by the laws of the State of South Carolina.

ARTICLE 16 – OTHER PROVISIONS (if any)

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

Bid Tabulation Form
VRTC Garage North Stairwell Replacement

Project Number: CP 17C
Date: June 20, 2017
Time: 2:00

Bidder	Addendum Noted (2)	MWBE	Local Vendor	Bid Bond	Base Bid
J MUSSELMAN CONST.	✓	✓	✓	✓	\$262,186
MAGEE RATCLIFF CONST.	✓	✓		✓	\$372,500

Certified Correct By: Reh Hedega

Date: 7/20/2017

COMMITTEE / COUNCIL AGENDA

(18.)

TO: John Tecklenburg, Mayor

FROM: Laura S. Cabiness


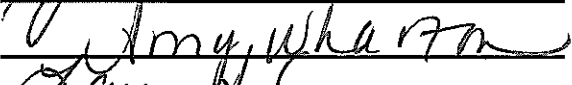
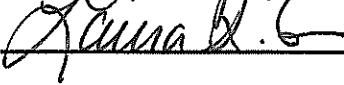
DEPT. Public Service

SUBJECT: SPRING/FISHBURNE US17 DRAINAGE & TRANSPORTATION IMPROVEMENTS:
DIVISION III FEDERAL MATCH (PHASE 2) AID-TO-CONSTRUCTION AGREEMENT
WITH SCE&G FOR STREETLIGHTING

REQUEST: Approve Aid-To-Construction Agreement and payment to SCE&G for pedestrian street lighting on Spring St, Cannon St, and in the landscaped area between the aforementioned streets in conjunction with Phase 2 of the Spring/Fishburne project. SCE&G will provide and install 90 poles and fixture heads for the bases installed by Crowder Construction Co. Funding has already been approved in the Phase 2 (Fed Match) council-approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: 12 September 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 050356 Account #: 58240

Balance in Account \$176,473.50 Amount needed for this item \$176,473.50

Does this document need to be recorded at the RMC Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Funding has already been approved in the Phase 2 council-approved budget.

Mayor's Signature: _____

John Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

ORIGINAL
This Copy to be returned for
files of S.C. Electric & Gas Company

**AGREEMENT COVERING AREA LIGHTING
THE CITY OF CHARLESTON
CROSSTOWN STREET LIGHTING
PHASE TWO
CHARLESTON, SOUTH CAROLINA 29403**

THIS AGREEMENT is entered into this 29th day of August, 2017, by and between **THE CITY OF CHARLESTON**, "Customer", and South Carolina Electric & Gas Company, "Company".

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

TERM: This Agreement shall continue for the full initial term of ten (10) years unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written two-month minimum termination notice.

ARTICLE II

TERMINATION: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge equal to the total installed cost of facilities funded by Company, less accumulated depreciation, less salvage value of all facilities dedicated solely for serving Customer, plus the cost of removal, all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE III

INSTALLATION AND MAINTENANCE: The Company agrees to provide and install underground wiring and appurtenances for ninety (90) 100 watt metal halide Charleston Series style luminaires manufactured by Hanover, mounted on ninety (90) 11' black aluminum Charleston Series anchor base poles. This lighting installation will be located along Spring Street and Cannon Street from the end of the Crosstown to Lockwood Drive, Charleston, South Carolina as detailed on SCE&G Drawing D-78238, sheet 6 of 6. The delivery voltage to these fixtures shall be 120v. Upon completion of the installation, the Customer will maintain ownership of all fixtures, pole bases and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. The Company will not be responsible for any landscape or pavement replacement following installation or future maintenance. Customer will maintain a reasonable working distance around each light.

ARTICLE IV

REPLACEMENT AND MAINTENANCE - ORDINARY: The Company shall perform ordinary replacement and maintenance on the equipment and appurtenances. This shall only include the replacement of lamps and photocells which are within the Company's standard specifications. The replacement lamps shall be limited to the Company's standard 100 watt metal halide lamps and the replacement photocells shall be limited to the Company's standard twist-lock photocell.

ARTICLE V

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: The Customer is responsible for the replacement and maintenance of extraordinary equipment and appurtenance. This shall include the replacement of fixtures, poles and bases. All extraordinary equipment and appurtenances shall be furnished by the Customer as replacements become necessary. If Customer is unable to provide such replacement fixtures, the Company, based upon manufacturer availability, will replace the fixtures, poles and pole bases. The Company shall bill the Customer for all extraordinary replacement and maintenance work. The billing for replacement and maintenance work performed by the Company shall be made on the basis of the out-of-pocket cost to the Company plus overhead and will be made upon completion of the work. Should the customer elect, for any reason, to request relocation of Company's facilities or take any action which requires such relocation, Customer will reimburse the Company for all cost incurred by the Company as a result of such relocation.

ARTICLE VI

LIGHTING SERVICE: The Company shall provide reliable lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security. Company does not guarantee lighting level for security purposes. Customer agrees that lighting is not designed in accordance with IES recommended maintained luminance and illumination values for roadways.

ARTICLE VII

RATE: Customer shall be billed in accordance with Company's "Municipal Street Lighting" Rate 17, as a 100 watt metal halide overhead cobra fixture which is currently \$10.56 per light per month, based on the current rate. The Customer's current monthly lighting charges at this project will total \$ 950.40 plus applicable sales tax. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law.

Rate	Item	Cost	Qty	Total
17	100 Watt Metal Halide Cobra Fixture	\$ 10.56	90	\$ 950.40
			Total	\$ 950.40

ARTICLE VIII

AID-TO-CONSTRUCTION: Customer agrees to provide and install schedule 40 gray electrical PVC conduits and street light bases to Company specifications. Company shall assume no liability for the conduit, to include, but not limited to, repair or replacement of any damaged conduit. The installation cost requires an aid to construction in the amount of \$176,473.50. This contribution includes the reimbursement to Company for the purchase cost of Customer owned non-standard fixtures and poles.

ARTICLE IX

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

THE CITY OF CHARLESTON

By: _____

(Print Name): _____

Title: _____

Date: _____

SOUTH CAROLINA ELECTRIC & GAS COMPANY

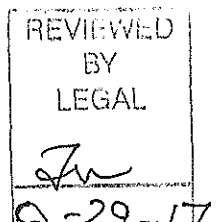
By: _____

(Print Name): Daniel F. Kassis

Title: VP, Customer Relations and Renewables

Date: _____

Contract No.



RATE 17

MUNICIPAL
STREET LIGHTING
(Page 1 of 2)

AVAILABILITY

This rate is available to municipal customers using the Company's electric service for area and street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

SIZE AND DESCRIPTION			Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W) Closed Type		\$ 10.56	37
15,000 Lumens	(HPS) (150W) Open Type		\$ 10.21	57
15,000 Lumens	(HPS) (150W) Closed Type		\$ 10.42	62
30,000 Lumens	(MH) (320W) Closed Type		\$ 17.59	123
50,000 Lumens	(HPS) (400W) Closed Type		\$ 18.26	158

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS) (100W) Open Type	\$ 9.27	38
9,500 Lumens	(HPS) (100W) Open Type (non-directional) - Retrofit	\$ 9.27	38
9,500 Lumens	(HPS) (100W) Closed Type	\$ 10.02	38
15,000 Lumens	(HPS) (150W) Open Type - Retrofit	\$ 10.19	63
15,000 Lumens	(HPS) (150W) Closed Type - Retrofit	\$ 10.45	63
27,500 Lumens	(HPS) (250W) Closed Type	\$ 15.93	102
45,000 Lumens	(HPS) (360W) Closed Type - Retrofit	\$ 17.57	144

All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted Luminaries			Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W)		\$ 22.36	\$ 22.36	\$ 26.13	37
15,000 Lumens	(HPS) (150W)		\$ 22.52	\$ 22.52	\$ 26.58	62

The following fixture is available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS) (100W) Traditional	\$ 20.91				37
15,000 Lumens	(HPS) (150W) - Retrofit	\$ 22.50			\$ 26.56	63
15,000 Lumens	(HPS) (150W) - Retrofit			\$ 22.52		62

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

4,000 Lumens	(Mercury) (100W) Open Type (non-directional)	\$ 8.33	37
7,500 Lumens	(Mercury) (175W - Traditional)	\$ 21.98	69
7,500 Lumens	(Mercury) (175W - Modern)	\$ 21.98	69
7,500 Lumens	(Mercury) (175W - Classic)	\$ 25.86	69
7,500 Lumens	(Mercury) (175W) Closed Type	\$ 10.37	69
7,500 Lumens	(Mercury) (175W) Open Type (non-directional)	\$ 9.16	69
10,000 Lumens	(Mercury) (250W) Closed Type	\$ 13.95	95
20,000 Lumens	(Mercury) (400W) Closed Type	\$ 17.34	159

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

RATE 17

MUNICIPAL
STREET LIGHTING
(Page 2 of 2)**ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL & AVOIDED CAPACITY, AND DISTRIBUTED ENERGY RESOURCE COSTS**

Fuel costs of \$.02451 per kWh are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of \$.00033 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement ("Amendment") amends the Administrative Services Agreement ("Agreement"), effective January 1, 2013 entered into between City of Charleston ("Purchaser") and Blue Cross and Blue Shield of South Carolina ("BCBSSC"). This Amendment is effective January 1, 2018.

WHEREAS, Purchaser and BCBSSC have entered into the Agreement (as amended from time to time) whereby BCBSSC provides certain Services for Purchaser; and

WHEREAS, Purchaser and BCBSSC desire to enter into this Amendment to the Agreement.

NOW, THEREFORE, Purchaser and BCBSSC hereby agree that the Agreement is hereby amended:

by deleting Schedule A in its entirety and replacing it with the attached Schedule A, "Effective Date: (Contract Year) of this Schedule A: January 1, 2018 through December 31, 2018"; and

by deleting Exhibit B in its entirety.

EXCEPT as otherwise set further herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, BCBSSC and Purchaser have caused their names to be signed hereto by their respective officers.

**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA**
An Independent Licensee of the Blue Cross
and Blue Shield Association

By:

Title: Blue Cross and Blue Shield Division

PURCHASER

By: _____

Witness _____

Its: _____

Date _____

(Signature and Title)

Blue Cross and Blue Shield of South Carolina Schedule A

Purchaser Name: City of Charleston

Purchaser Base Number (s): 03-57596

Effective Date: (Contract Year) of this Schedule A: January 1, 2018 through December 31, 2018

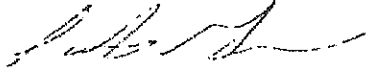
Administrative Charges:	\$32.70 per Employee per month (PEPM) (Excludes sub- groups: 28 & 29) (January 1, 2016 through December 31, 2018) \$2.10 per Employee per month (PEPM) (Dental) \$0.50 per Employee per month (PEPM) (Dental Commission)
Inter-Plan Arrangements Fees:	
BlueCard Program Fees:	
Access Fees: (*)	Up to 4.30% of network savings, but not to exceed \$2,000.00 per claim. Note: Access Fees will apply when Members receive services outside of the service area in which they reside. (The access fee percentage will be up to the currently allowable BlueCard Program rate based on account size. Rates are subject to annual revision.)
Administrative Expense Allowances (AEAs):	Up to \$5.00 per claim professional and \$11.00 per claim institutional. (This fee may include Non-Participating Provider Claim fees and BlueCard Worldwide AEA fees.)
Other BlueCard Program Fee: (*)	
Other Fees:	
Claim Amount Account Funding Method:	By the deadline set forth in Article V of this Agreement.
Late Charge:	1% per month or such other maximum amount allowed by law
Retention Services Fee:	7.5% of the claims processed by BCSSC
Health Reimbursement Account (HRA)/Health Incentive Account (HIA):	\$3.50 per Employee per month (PEPM) (Applies to sub- groups: 06-09, 25,27,30-33, 38-40)
Reinsurance Coordination Fee:	\$3.00 per Employee per month (PEPM)
Health Savings Accounts:	\$2.25 per Employee per month (PEPM) (Applies to sub- groups: 34-37)
Flexible Spending Account:	\$5.50 per Participant per month (PPPM) (Excludes sub- groups: 28 & 29)
Enhanced Recovery Fee:	30% of all recoveries
Group Litigation Fee:	30% of all recoveries
Subrogation Fees:	30% of all recoveries
Blue Distinction Centers for Transplants (BDCT) Fee:	\$4,200 will apply for each instance (The BDCT fee is established by the Association and subject to change)
Health Care Services Product Fees:	
Telehealth / American Well BCOD: (Excludes sub- groups 28 & 29)	\$59 Claims Fee is passed to member, per plan benefits.
Engagement Suite Standard Programs: (Excludes sub: groups 28 & 29)	\$4.40 per Employee per month (PEPM) Suite Includes: Health Coaching - Chronic Condition and Lifestyle, Essential Advocate, Rally-Wellness Engagement and Proactive Member Messaging
Onsite Comprehensive Care Management: (Excludes sub: groups 28 & 29)	\$700 for Home Visit and then \$750 monthly case rate
Radiology Management (NIA): (Excludes sub: groups 28 & 29)	\$0.62 per Employee per month (PEPM)

City of Charleston
Version 01012016

Blue Cross and Blue Shield of South Carolina
Schedule A

IN WITNESS WHEREOF, BCBSSC and Purchaser have caused their names to be signed hereto by their respective officers.

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA
An Independent Licensee of the Blue Cross and Blue Shield Association



By: _____
Title: President
Blue Cross and Blue Shield Division

PURCHASER
City of Charleston

By: _____

Witness _____

Its: _____

(Signature and Title)

Date _____

City of Charleston
2018 Budget Year

Recommended Plan Design Changes:		cost (savings)
Fund each HSA with \$100 (assume 50 enrollees)		5,000
For HSA Plan, add embedded family deductible and RX Co-Pays		-
Increase the deductibles in Retiree PPO plan (\$500/\$1000)		(35,000)
Net Savings		<u>(30,000)</u>
Administration Cost Changes:		
Increase in Dental Admin cost \$.15/PEPM		3,015
2018 Fees Due for the Affordable Healthcare Act :		
Affordable Healthcare Act Reinsurance fee for 2018		\$ -
Affordable Healthcare Act PCORI fee (due July 31, XXXX)		\$ 7,232
Affordable Healthcare Act reporting costs		\$ 5,500

**City of Charleston
Budget Year 2018**

<u>Current Enrollment</u>	<u>2017 Budget 1610</u>	<u>2017 Estimated 1570</u>	<u>2018 Budget 1600</u>
Medical Costs	14,778,345	15,150,000	16,300,000
Dental Costs	890,000	920,000	925,000
Fully Insured Vision	127,536	130,000	129,819
Plan Design Changes for budget year	38,250	38,250	(30,000)
Administration costs	875,558	900,000	875,484
Stop Loss Fees	847,570	852,000	975,000
HRA contribution	1,257,250	1,130,000	1,367,000
Flexible Spending Administration	26,400	24,000	26,400
COBRA Administration	18,000	18,000	19,200
Wellness Program	53,000	53,000	53,500
Fitbits	28,750	25,000	28,000
Exercise Program	4,800	4,800	4,800
Diabetes Program	(158,000)	(158,000)	(158,000)
Flu Shots	8,000	8,000	10,000
Other Wellness Programs	11,400	11,400	10,790
Well Check program	102,375	110,000	115,500
Weight Loss Program	7,500	7,500	7,500
Firefighters Mental Health coverage	36,000	36,000	36,000
Affordable Healthcare reporting	7,500	5,346	5,500
Affordable Healthcare Act Reinsurance fee (due 1/15/XX)	-	-	-
Affordable Healthcare Act PCORI fee (due 7/31/XX)	7,053	7,189	7,232
	<u>18,967,286</u>	<u>19,272,485</u>	<u>20,708,725</u>
Cost per enrollee	11,781	12,275	12,943
Increase budget to budget			9.9%
Increase estimate to budget			5.4%
Estimated Contributions			
Employees	3,124,567	3,415,000	3,381,476
Retirees	557,899	565,000	569,548
Museum	291,238	275,000	260,108
Cobra	62,106	5,000	69,738
	<u>4,035,809</u>	<u>4,260,000</u>	<u>4,280,869</u>
	21.3%	22.1%	20.7%
Net Cost	<u>14,931,477</u>	<u>15,012,485</u>	<u>16,427,856</u>
		<u>81,008</u>	<u>1,496,379</u>
Estimated Over Budget net costs for 2017			
Net increase in the budget for 2018			

City of Charleston, SC
Employee Bi-weekly Rates

Medical Premiums

<u>Health Savings Acct.</u>	2017 Rate	2% ⁴ % Increase	2018 Rate	Annual Contribution
Employee	18.91	0.38	19.29	501.61
Employee + Spouse	103.90	4.16	108.06	2,809.58
Employee + Children	72.98	2.92	75.90	1,973.41
Family	130.03	5.20	135.23	3,515.98

Health Savings Acct. with a non-smoker discount

Employee	13.24	0.26	13.50	351.13
Employee + Spouse	72.73	2.91	75.64	1,966.71
Employee + Children	51.09	2.04	53.13	1,381.39
Family	91.02	3.64	94.66	2,461.19

HRA Rates

Employee	36.80	0.74	37.54	976.01
Employee + Spouse	152.27	6.09	158.36	4,117.31
Employee + Children	115.45	4.62	120.07	3,121.87
Family	183.37	7.33	190.70	4,958.27

HRA Rates with a non-smoker discount

Employee	25.24	0.50	25.74	669.17
Employee + Spouse	109.63	4.39	114.01	2,964.36
Employee + Children	81.97	3.28	85.25	2,216.39
Family	132.45	5.30	137.75	3,581.63

Vision Premiums

Employee	0.82		0.82	21.32
Employee + Spouse	1.54		1.54	40.04
Employee + Children	1.64		1.64	42.64
Family	2.40		2.40	62.40

Dental Premiums

Employee	3.47	0.07	3.54	92.02
Employee + Spouse	15.02	0.60	15.62	406.14
Employee + Children	11.13	0.45	11.58	300.96
Family	18.22	0.73	18.95	492.67

City of Charleston Bond Referendum Allocation Plan

Executive Summary

The City of Charleston like many cities across our Nation is faced with the challenge of a shortage of rental and ownership housing affordable to persons of very low, low and moderate incomes. Statistics show that the median price of a home in the City of Charleston is over \$400,000. Affordable Rents on average range from 975.00 to \$1,189 per month, while market rate rents range in price from \$1,250.00 to \$1,800.00 in the Charleston community. Many households are paying rents in excess of three times their salary and thus are considered house burdened.

The City of Charleston in collaboration with a number of local organizations have implemented several programs and Initiatives that lend to the preservation and creation of housing affordable to low and moderate households. Under the leadership of Mayor Tecklenburg and Charleston City Council, additional opportunities are being explored and implemented to enhance the development of affordable housing in the community.

In April 2017, Charleston City Council approved a Resolution that would support a \$20m Bond Referendum to increase the funding available to the City of Charleston. The funding would provide the City of Charleston and its partners with capital that is essential to increasing the availability of rental housing for persons at every level of the income range. Houses constructed or renovated through the use of bond funds will be strategically located throughout the City of Charleston to include West of the Ashley, James Island, Johns Island and Peninsula Charleston. The communities will provide housing of various types and will include market-rate and affordable construction of seamless design.

The final decision for the Bond issue will be determined by the voters in the November 2017 General election. The Programs that are detailed below and on the following pages will illustrate the proposed Initiatives that will generate housing affordable to low and moderate income populations and enhance housing for incomes across the affordability spectrum.

Housing Initiatives and Programs:

Acquisition of Vacant Land –The City of Charleston will acquire vacant land for the development of housing. The developments will target individuals and families from thirty percent (30%) of the Area Median Income up to 120 percent of the Area Median Income (AMI). A broad spectrum of housing options and price points will facilitate long term affordability and maintenance of the properties. Proposed acquisition/redevelopment opportunities:

Location of Property/Size of Parcel	Cost to Acquire	Units Produced (Projected)
Peninsula In-Fill Housing Development 1 to 3 acres	1,800,000	100

Development of Vacant Land or Rehabilitation of Buildings: The City of Charleston has partnered with a number of local developers who have transferred property to the City of Charleston for the development of housing affordable to low and moderate populations. The City of Charleston will utilize the Bond proceeds to construct housing through a competitive bidding process:

Location of Property	Cost to Develop/Redevelop	Units Produced
Upper Peninsula Development 1.5 acres (Magnolia)	\$ 1,000,000	60
Cooper River Bridge Redevelopment	4,000,000	270
Archer School Redevelopment	3,200,000	48
West Ashley	2,000,000	100

Rental Housing

The City of Charleston in partnership with local nonprofit organizations believe in the provision of housing for persons at every economic level. Rental housing provides the opportunity for persons transitioning from homelessness to permanent housing an opportunity to live independently and enjoy an improved quality of life.

Location of Property	Cost to develop	Units Produced (Estimated)
Mixed-Use Rental Housing Development Meeting Street – Peninsula Charleston (.50 acres)	\$3,000,000	100

Rental Rehabilitation of Blighted and Historic Properties Program:

The City of Charleston would acquire or collaborate with local developers to renovate existing structures both historic and non-historic for the purpose of providing rental housing. **One million (\$1m) dollars** of Bond Funds would be allocated for this program.

Tax Credit and or Bond Gap Financing Program

The Low Income Housing Tax Credit (LIHTC) Program provides an opportunity to create multi-family homes in Urban Communities for persons earning sixty (60%) and below the Area Median Income. The award of additional funding to a LIHTC development increases its viability and financial appeal to its Equity Partners and the State Agency awarding the credits. The City of Charleston would provide up to **\$1 million dollars** in gap financing based on the development of the number of units produced.

Summary of Bond Allocation Plan Proposal			
	Location of Property	Allocation	Projected (Estimated) Units
A.	Vacant Land Acquisition	Peninsula In-fill 1-3 acres	\$1,800,000
			100
B.	Development/Rehab	Upper Peninsula 1.5 acres	\$2,000,000
	Development	Cooper River Bridge Redevelop.	\$4,000,000
	Development/Rehab	Archer School Redevelop.	\$3,200,000
	Development	West Ashley	\$3,000,000
		\$14,000,000	578
C.	Rental Housing	Meeting Street	
		Peninsula Charleston .5 acres	\$3,000,000
D.	Rental Rehab	Blighted & Historic Properties	\$2,000,000
			50
F.	Tax Credit /Bond Gap	Gap financing for LIHTC Develop.	\$1,000,000
			80
Grand Total		\$20,000,000	808

The City will identify faith based, for profit and nonprofit entities to collaborate with to ensure that the maximum number of units is realized through our efforts.

Projects	Loan Amount	Interest Rate	Loan Period in years	Payment (per month)	Cumulative Interest
Upper Peninsula 1.5 Acres -donated land - Neck Area	\$2,000,000	2.5%	20	\$10,598.06	\$543,533.89
CRB Redevelopment	\$4,000,000	2.5%	20	\$21,196.12	\$1,087,067.77
Archer School Redevelopment	\$3,200,000	2.5%	20	\$16,956.89	\$869,654.22
Development - West Ashley	\$3,000,000	2.5%	20	\$15,897.09	\$815,300.83
LIHTC Gap Financing	\$1,000,000	2.5%	20	\$5,299.03	\$271,766.94
Historic Rental Rehab	\$2,000,000	2.5%	20	\$10,598.06	\$543,533.89
Rental Housing - New Construction - Meeting Street, Peninsula	\$3,000,000	2.5%	20	\$15,897.09	\$815,300.83
Vacant Land Acquisition	\$1,800,000	2.5%	20	\$9,538.25	\$489,180.50
					\$5,435,338.87

Cooper River Bridge TIF District (Proposed) Projects

- 1. Huger Street Streetscape Phase II Project Design:**
 - a. Complete Phase II Design of the project which would extend from Meeting Street to King Street;
 - b. The design would involve drainage and streetscape/public right-of-way improvements;
 - c. Approximate Cost: \$1,000,000;
- 2. Cooper River Bridge Redevelopment Area Stormwater Drainage Study and Design:**
 - a. Master Stormwater drainage study and design for the redevelopment area;
 - b. Approximate Cost: \$2,000,000;
- 3. St. Julian Devine Revitalization:**
 - a. Potential Projects include the park development plan which would be a partnership with Charleston Parks Conservancy, interior renovations including restroom and public space renovations, smoke stack stabilization, and Cooper Street Streetscape Project;
 - b. Approximate Cost: Range: \$2,250,000;
- 4. Pedestrian Safety Projects in the Redevelopment Area:**
 - a. Projects include various pedestrian improvements in the area (see attached map) including a safe crossing at Meeting Street and infrastructure for multimodal options (Complete Street projects);
 - b. Approximate Cost: \$1,000,000
- 5. The LowLine Spur and Cooper River Bridge Redevelopment Area Multi-Use Trail:**
 - a. Project includes constructing the LowLine Spur to Meeting Street, safe crossing at Meeting Street, and Multi-Use Trail from Meeting to Ravenel Bridge via the Cooper River Bridge Redevelopment Area;
 - b. Approximate Cost: \$1,750,000;
- 6. Singleton Park Improvements:**
 - a. Park improvements, including but not limited to: playground equipment, landscaping, hardscaping; and
 - b. Approximate Cost: \$2,000,000.

The aforementioned projects total \$10,000,000.

COOPER RIVER BRIDGE AREA REDEVELOPMENT PLAN
SETTING FORTH INFORMATION REQUIRED BY
SECTION 31-6-80 OF THE TAX INCREMENT FINANCING LAW

The relocation of the Cooper River Bridges presents an opportunity to rebuild portions of the Eastside and East Central Neighborhoods and create new places for homes, businesses, civic institutions, and public spaces. It is also an opportunity to reconnect the neighborhoods that surrounded the old bridges, re-establishing the sense of community that existed here before the insertion of the Grace and Pearman Bridges.

This area has long struggled to maintain a cohesive identity, a struggle that is continuing with the significant intrusion of the new Ravenel Bridge and its approaches. It is an area with a low rate of homeownership and a high rate of subsidized housing. Incomes in this area are among the lowest in the City of Charleston. Personal vehicle ownership within these neighborhoods is also low and use of public transportation is high. This area includes a significant concentration of public housing and the City's homeless shelter.

Many buildings in the area are quite old, and often show evidence of dilapidation, obsolescence, deterioration, and a general condition of depreciation of physical maintenance. There are numerous structures below minimum code standards within the area, and the area also suffers from excessive vacancies. Overall, the area has a long history of static or declining land values. There are significant vacant lands in the area that impair sound growth due to obsolete platting of the vacant land, lack of necessary transportation infrastructure, and an acute lack of adequate storm drainage facilities.

Nevertheless, the construction of the new bridge structure and the removal of the old bridges presents opportunities for reinvestment in the Eastside and East Central neighborhoods, with possible improvements in both in infrastructure and in community revitalization.

The study area is part of a larger redevelopment zone that continues north and encompasses the Neck area of the City of Charleston and continues into North Charleston. The district within the City of Charleston is dominated by commercial and industrial properties and includes several historic neighborhoods. This district of the city is the target of redevelopment efforts outlined in the City's application to the United States Environmental Protection Agency for Renewal Community designation. This district was given Renewal Community designation in 2002.

The Cooper River Bridge Redevelopment will help spur economic revitalization efforts within the district. To ensure this project is beneficial to the existing residents and businesses within this district, it is important that the redevelopment strategy address the following:

- How land use changes resulting from the project can benefit existing residents by improving the quality of life in neighborhoods and providing economic development and increased access to jobs and services.
- How these land use changes will complement the larger district.
- How transportation network enhancements will connect the area to the larger network of the City and region.
- How the bridge relocation project and the redevelopment plan can be implemented in accordance with the Enterprise Community Economic Development Strategy adopted by City Council in 2000.

It is recognized that decisions regarding land use and transportation in the Cooper River Bridge Redevelopment Project Area must be complementary to long range plans for the larger Enterprise Community. The Economic Development Strategy for the Enterprise Community provides guidance in this regard.

Citizens of Charleston and members of City Council have helped guide this endeavor at every stage of the process. Community Workshops and the efforts of the Cooper River Bridge Neighborhood Mitigation and Redevelopment Committees have resulted in a defined list of goals and criteria to guide the redevelopment plan for the Cooper River Bridge Neighborhood, including:

- Reconnect the neighborhoods adjacent to the site of the old bridges, and reassert a positive mix of uses and activities in the area.
- Improve drainage within this zone, both on existing streets and on any new streets.
- Create economic development opportunities throughout the redevelopment area with new places for jobs and businesses through the investment in public infrastructure and civic amenities.
- Increase housing and home-ownership opportunities with a diverse mixture of housing types and income levels.
- Improve streets within this zone, particularly in regards to appropriate levels of speed and volume, effective design of directional flows, and enhancing the multi-functional nature of neighborhood streets (i.e., as places of automobile and pedestrian activity, as spaces of social interaction, and as markers of neighborhood identity.)
- Accommodate pedestrians and bicyclists, particularly in light of the pedestrian/bicycle lane on the new Bridge, and its connections to the East Bay Bike Lane, and other bike/pedestrian routes.
- Promote more and better greenspaces and a positive public realm within all of the redevelopment area.

This year, the City has engaged an Economic and Infrastructure Analysis to determine the costs and potential revenues in order to achieve these goals. Through that study, the City has identified the priority of establishing a new TIF District for the Cooper Bridge Redevelopment Plan. This TIF District is the best available mechanism for enabling the City to make necessary infrastructure and public realm investments that will in turn empower private investment to advance the area's economic development. These investments would include:

- Needed additions and improvements to the stormwater system in the vicinity of the redevelopment area to address drainage issues for the long-term. This could include implementation of some of the recommendations from the City's Master Drainage Plan.
- Improvements to the street network, including the new East-West street connection from Meeting Street to Morrison Drive, to help create a more efficient and effective traffic pattern in the area.
- Enhancements and improvements to the public realm, including streetscape improvements, potential investments to enhance Martin Park, and other public realm amenities.
- Expanding bike and pedestrian facilities, including extending the Cooper River Bridge Bike and Pedestrian Lane into the center of the peninsula, to make it more accessible to all of our residents.

- Investing in the preservation and restoration of the former SCE&G Trolley Barn, a landmark structure that could provide a civic locus for the redevelopment area.

Using these goals and criteria as a guide, the City developed a community-based vision for the redevelopment area. The resulting vision utilizes the former bridge rights-of-way for a new urban street system, connecting in the east-west and north-south directions, with the overriding goal of re-establishing a stable and prosperous urban environment that enhances the surrounding community.

The summary that follows demonstrates the breadth and depth of this process, culminating with the establishment of ten guiding principles for the revitalization of the Cooper River Bridge Neighborhood Redevelopment Project Area. These ten urban design principles will help direct the ongoing refinement of specific redevelopment plans, as the community and the City work together to achieve a positive result for the neighborhood. The summary provided here is intended to serve as a roadmap for the redevelopment, as the focus shifts from goals and criteria to implementation strategies.

CONCEPT PLAN PRINCIPLES

RE-KNIT THE NEIGHBORHOOD

A primary goal for this plan is to re-knit the neighborhood that was originally divided by the old Cooper River Bridges (the Grace and Pearman Bridges). Establishing a more complete street network and block pattern that extends the grain of this area of the City will help to achieve this. The larger blocks shown in historical photos of the area create significant interior areas of private space disconnected from the public realm. A new block pattern with smaller blocks will increase the amount of public street frontages, providing a safer and more active public realm.

Additionally, a smaller block pattern is more conducive to platting smaller lot sizes and denser development, which will present the opportunity to achieve more affordable parcels.

Reconnecting north-south streets will also engender a more cohesive neighborhood with better connectivity. New traffic control at intersections must be designed to maintain safe yet efficient traffic flows.

CREATE A MORE INTEGRATED AND IMPROVED PUBLIC/CIVIC REALM

Expansion and enhancement of Martin Park can provide a stronger locus of public energy and identity to the East Side (much like Marion Square, Colonial Lake, and Hampton Park give a specific identity to their surrounding neighborhoods). Reinvestment in the park's facilities and re-study of the park's layout will engender a more effective space to provide park and recreation services to the neighborhood.

Creating a new public space at the intersection of I-26 off-ramp and Meeting Street will provide a welcoming arrival point for entry into the City, as well as better integrating public transit access within the redevelopment area. This space will also improve the flow of traffic north and south on Meeting Street.

At the east end of the redevelopment area, a new public space is provided in the triangular parking area along Morrison Drive. This would be a space that operates as a staging and parking trailhead for bicyclists/pedestrians using the new bridge's very popular Wonder's Way Bike and Pedestrian Lane. It could include a small service facility, as well as some parking. Providing safe crossing of Morrison/East Bay for bicyclists and pedestrians will require reconfiguration and re-engineering of the intersection.

INVEST IN IMPROVED STORM WATER DRAINAGE SYSTEMS

Drainage issues were stated as the number one challenge by the community throughout the design workshops. An active approach to addressing this issue will be a significant component of the redevelopment plan. Creative storm water drainage solutions will be integrated into the redevelopment at all scales in order to address both storm water drainage and the effects of tidal influence.

It should be noted that CPW will be constructing new shafts and tunnels in the area; vertical access shafts are planned for America Street @ Grace Street, and the Drake Street extension. The construction of these shafts will need to be coordinated with the implementation phasing of the whole site, and will require an integrated approach to allow using the site at Cooper and Drake for the bicyclist/pedestrian staging area.

CREATE NEW EAST/WEST STREETS

A new neighborhood arterial will simultaneously create a clearly identifiable connection from Meeting to East Bay Street/Morrison Drive and calm traffic down as it moves from the west side of the neighborhood to the east side. The character of this street will be similar to streets like Columbus Street or Spring and Cannon Streets, with a mixture of commercial and residential uses, and a speed and intensity of traffic appropriate to a neighborhood commercial street.

Intersections with cross streets will be designed as means to regulating flow and speed of traffic. Most of the streets will be two-way; exceptions might be the existing one-way street pairs (Nassau, Hanover), and possibly segments of Lee and Cooper Streets (to prevent cut-throughs, and the resultant undesirable volumes on these residential streets).

The expansion of Martin Park with public space and community facilities can help resolve traffic flows in a similar fashion as Wragg Mall and the Market currently do, creating a civic focal point while helping to calm traffic speeds.

DEVELOP NEW BICYCLE NETWORK INFRASTRUCTURE

Create a safe, identifiable path that connects with a larger network of bike paths around the Peninsula and with the bike/pedestrian lane on the new Ravenel Bridge. Bike routes through the neighborhood will be a combination of dedicated bike lanes in the street, separate off-street bike lanes in park areas and public spaces, and dedicated bike rights of way along East Bay and the central spine of the Peninsula.

These new bike routes provide an opportunity for a thorough demonstration of the myriad ways of providing a new bicycling infrastructure as well as ways of retrofitting existing infrastructure to better accommodate bicyclists. This redevelopment will be a model for inspiring similar efforts towards an integrated bicycle network all around the peninsula and throughout the City as a whole.

A MULTI-MODAL INTERSECTION AT MORRISON AND THE NEW EAST-WEST STREET

The intersection of Morrison Drive, East Bay and the new east-west street must be fully investigated to provide a safe and efficient interface between automobiles, pedestrians and bicyclists.

Access to the new Cooper River Bridge is a difficult challenge, given the traffic movements, speed and intensity. Grade-separated solutions should not be the only option investigated; the quality of the experience needs to be given as much consideration as safety.

CREATE A SENSE OF ARRIVAL AT THE INTERSECTION OF MEETING STREET AND I-26

A new public space can assist in calming traffic and providing an orientation point and sense of arrival into the City. By diverting traffic around it, traffic can be guided to the appropriate route. The reconfiguration of this interchange will allow the Meeting Street intersection to become more of an urban

place, rather than a traffic dumping ground for the interstate. Slowing traffic, providing active uses around the intersection, and integrating the design of pedestrian and bicycle routes will create a safer and more urbane condition for entry into Charleston.

A configuration like this can help disperse I-26 off-ramp traffic to Grace Street, while discouraging or preventing east-west through traffic from using Lee and Cooper Streets. In addition, the possibility of making a link to King Street and the Crosstown would further improve traffic accessibility in this part of the city.

MAKE POSITIVE STREET FRONTAGES THAT CONTRIBUTE TO ECONOMIC VITALITY

The new street network and all new buildings should provide for positive urban street frontages in all cases. New development sites should be configured so that all streets and public spaces will be lined with active and engaging building fronts; under no circumstances should a street or public space have a 'bad' frontage condition. The street network should recognize conditions of good and bad street frontages in the existing fabric, and be designed accordingly.

In addition, the street network should create block sizes that encourage a more pedestrian activity and a stronger public orientation for any new development; larger blocks with significant interior shared/private areas are more challenging to monitor, and remove life from the street.

LAND USES AND ECONOMIC DEVELOPMENT

New commercial infill will be in character with the specific conditions of each context. Commercial parcels and uses that provide necessary neighborhood services will be encouraged where appropriate. Larger commercial enterprises might be appropriate along Morrison Drive and as infill conditions on Meeting Street. This redevelopment plan envisions office/commercial buildings to anchor a new public space on Meeting Street, with additional ground floor retail on the east side of Meeting Street; above the retail could be up to four floors of residential apartments.

The areas behind the mixed-use frontages between Meeting Street and Morrison Drive will be primarily infill residential development. This residential land use will help reinforce and stabilize the existing neighborhood, and will provide a range of housing types and affordability.

The proposed land uses will foster increased opportunity for economic development and will help advance property values in the redevelopment area.

HOUSING AFFORDABILITY

Infill housing will be provided in ways that are sensitive to the broader needs of the area as well as the specific conditions of each site's context.

Scattered single-family and duplex residential will infill some of the missing teeth along Cooper Street, possibly in collaboration with area non-profits. Denser multi-family development, including home-ownership and rental opportunities, will occur on the new blocks created within the new street framework. Multi-family development can line both sides of the new east-west segment between America Street and the Drake Street extension, providing positive street frontages on both sides, and masking the ragged back frontages of Cooper Street and the edge conditions of the CHA housing.

Additional residential could occur above ground floor retail along the east side of Meeting Street. This might be denser apartment or condominium housing. Under these guidelines, many scenarios should be investigated to assess the proper mixture.

SPECIFIC PUBLIC INVESTMENTS

1. IMPROVEMENT OF THE LOCAL STREET NETWORK, INCLUDING IMPROVEMENTS TO EXISTING STREETS AND THE CREATION OF A NEW EAST-WEST CONNECTING STREET.

This investment for design and construction of transportation infrastructure and associated improvements will provide the east-west linkage that has been eliminated from the area with the demolition of the old Grace and Pearman Bridges. This east-west connection is necessary both to move traffic efficiently, and to prevent this traffic from utilizing existing east-west neighborhood streets and negatively impacting current Eastside residents. This investment will provide the opportunity for traffic solutions to be comprehensive and well-integrated in order to improve the larger context of the Eastside neighborhood.

Because this neighborhood had been split by the imposition of the old bridges for too many years, the City is working to re-knit the neighborhood back together as quickly as possible. With the completion of the construction of the new bridge and the demolition of the old bridges, the City wants to be certain that the healing of this neighborhood can begin immediately. Without the ability to invest in the design and construction of the new east-west street, much of the ground where the old bridges stood will remain vacant for an extended period of time, both delaying the restoration and economic revitalization of the neighborhoods, and potentially creating an area for detrimental activities to occur.

2. IMPROVEMENTS TO STORMWATER MANAGEMENT INFRASTRUCTURE.

The new east-west street also would include significant subsurface drainage system improvements that will address both the stormwater drainage needs of the new street as well as the drainage challenges of the surrounding neighborhood. In addition, the existing conditions have created significant flooding impacts in the adjacent neighborhood, impacts that are felt on an ongoing basis. Such flooding risks regular damage to property and continuing disruption to the livelihood of Eastside residents. The urgency of this effort cannot be overstated: without this investment, the re-knitting of the neighborhood and its economic revitalization will be significantly delayed. Without investment in the necessary sub-surface drainage infrastructure, any opportunity to build the new road will be delayed as well; it would not be prudent to construct a new road without putting in place the underground drainage infrastructure; doing so would require digging up the new road first, meaning costly inefficiency and extended disruption to the surrounding neighborhood.

3. CONSTRUCTION OF SIDEWALKS, NEW CURB AND GUTTER INSTALLATION, STREET-LIGHTING, AND LANDSCAPING.

In association with all street construction in the redevelopment area, new investment will be made in the expected street-scaping amenities that enhance the public realm. These would include new sidewalks or sidewalk reconstruction where necessary, new granite curb installation, street trees, and street furniture such as lighting, trash receptacles, benches and public transit stops/shelters.

4. ADDITION OF TRAFFIC CONTROL SYSTEMS AND SIGNALIZATION, AND STREET SIGNAGE.

Where necessary, new or enhanced traffic control and signalization will be added to the street network in the redevelopment area. The specific intersections where the new east-west street interfaces with Morrison Drive and with Meeting Street will be a focus area for this investment, as befits the complex crossings of vehicular traffic, bicycle routes and pedestrian paths.

5. IMPROVEMENTS TO THE INTERSTATE HIGHWAY INTERCHANGES AND OFF-RAMPS.

The I-26 interchanges have a significant impact on the flow of traffic and the quality of life in the redevelopment area. Investment in improvements to the intersections with surface streets and the vacant

lands surrounding these interchanges will enhance the image and economic growth of the redevelopment area.

6. CONSTRUCTION OF BICYCLE PATHS AND BICYCLE AND PEDESTRIAN FACILITIES.

With the growing success of the new Wonder's Way Bike and Pedestrian Path on the Ravenel Bridge and the enhanced network of bicycle routes and pedestrian facilities on the Peninsula, the redevelopment area will require investment in new linkages within this network. Specifically, a new dedicated bike route will pass through the redevelopment area, connecting Wonder's Way with the central spine of the Peninsula (the site of an anticipated north-south bike route), and forming one-half of a cross-Peninsular bicycle linkage. In addition, a new bicyclist/pedestrian staging and parking area will be constructed on the triangular area at the eastern edge of the bridge redevelopment zone, providing a safe and convenient service facility for users of the bicyclist/pedestrian path on the new bridge.

7. CREATION OF NEW PUBLIC SPACES AND PARKS, AND THE IMPROVEMENT TO EXISTING PARKS AND PARK FACILITIES.

The existing Martin Park is in need of significant improvement and re-investment. Additionally, new public spaces at the east and west ends of the redevelopment area have been identified.

8. CONSTRUCTION OF CIVIC BUILDINGS AND CULTURAL FACILITIES.

Within the redevelopment area there is demonstrated need for certain civic and cultural facilities. Investments in this category may include public safety facilities, new and/or renovated park or recreation facilities; and potential community social service centers.

9. PRESERVATION AND RESTORATION EFFORTS AT THE FORMER SCE&G TROLLEY BARN.

The City sponsored community workshops to determine future potential uses for the SCE&G Trolley Barn on Meeting Street. These workshops have suggested that an appropriate community or civic use be found to advance the restoration and adaptive re-use of this landmark building. Such an investment will provide a needed civic locus for the Eastside and East Central neighborhoods.

DURATION OF PLAN

The community discussion and planning process for the redevelopment project has been ongoing since the beginning of construction for the new Ravenel Bridge. From this point, the duration of the Cooper River Bridge Area Redevelopment Plan is 25 years.

PROJECT COSTS AND FUNDING SOURCES

Redevelopment costs are estimated to be \$25,250,000. These costs would be funded from a variety of sources, including but not limited to Community Development Block Grants; economic development grants; local, state and federal transportation funds and other appropriations; as well as from the proceeds of several series of tax increment bonds, each to be issued for a term of not greater than 15 years from their date of issuance, which may be a date ten years from the date of establishment of the Cooper River Bridge Redevelopment Project Area; provided the term of the obligations may not exceed the duration of the Redevelopment Plan of 25 years. It is anticipated that the total amount of tax increment indebtedness that will be incurred to implement this plan will in an amount sufficient to meet the tax increment obligations incurred will be approximately \$11,000,000.

The most recent equalized assessed valuation of all property within the Cooper River Bridge Redevelopment Project Area is \$1,842,260. The estimated equalized assessed valuation of the project area after redevelopment is \$14,003,830, which would be expected to increase by approximately 3% each year thereafter.

CONCLUSION

These public infrastructure investments will serve as a primary catalyst to re-knitting the neighborhood, preparing the ground for new investments in housing -- both a significant amount of affordable housing as well as market-rate housing -- and new workplaces to advance economic opportunities, as well as making needed improvements to the existing infrastructure in the area. It is anticipated that the investment of public money to provide these facilities will make the area attractive for private investment and it is further anticipated that as a result of the public investment in the redevelopment area, blight, deterioration and other problems will be ameliorated. Underutilized and vacant buildings and properties will be rehabilitated and new buildings will be built.

EXHIBIT B

NOTICE OF PUBLIC HEARING

By ordinance adopted December 18, 2007, City Council of the City of Charleston, South Carolina ("City Council") (collectively, the "Ordinance") established the Cooper River Bridge Redevelopment Project Area (the "District" or the "Project Area") as permitted by the Tax Increment Financing Law (the "Act") set forth at Sections 31-6-10 to 31-6-110, Code of Laws of South Carolina, 1976, as amended.

As required by Section 31-6-80(B) of the Act, notice is hereby given that on Tuesday, _____, 2017, at _____ p.m. in [Council Chambers, City Hall, 80 Broad Street,] Charleston, South Carolina, City Council will conduct a public hearing on the approval of amendments to the nature of the Redevelopment plan of the District, including Redevelopment projects, pursuant to the provisions of Section 31-6-80 of the Act.

As required by Section 31-6-80(B) of the Act, notification is given that all interested persons will be given an opportunity to be heard at the public hearing.

As required by Section 31-6-80(F)(2) of the Act, the public infrastructure capital improvements which will supplement the redevelopment plan and redevelopment project in the Ordinance are improvements to include affordable housing projects to provide or support publicly owned affordable housing or public infrastructure projects to support privately owned affordable housing. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development.

Funding for these projects is expected to come from a variety of sources and the availability of public or private moneys for one or more of these undertakings may beneficially affect the source of funding for the remaining improvements. The City expects incremental tax revenues and tax increment bonds of the District to be used to defray the cost of the above specific Redevelopment projects as well as the other projects described in the Ordinance.

The Redevelopment plan describes the City of Charleston's expectation that the investment of public money to provide the sort of facilities described above and in the Ordinance will make the area increasingly attractive for private investment. It is anticipated that as a result of the public investment in the District, blight, deterioration and other problems will be ameliorated and under-utilized and vacant buildings and properties will be rehabilitated. Please contact the Department of Economic Development for additional information about the redevelopment plan or to request a copy of such plan.

/s/ Vanessa Turner-Maybank
Clerk, Charleston City Council

Date of Publication: _____, 2017

EXHIBIT C

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that by Ordinance effective _____, 2017, the City Council of the City of Charleston has approved amendments to the Cooper River Bridge Area Redevelopment Plan.

Notice is further given that the provisions of Section 31-6-80, Code of Laws of South Carolina, 1976, provide that any interested party may, within twenty days after the date of publication of this notice of adoption of the redevelopment plan, but not afterwards, challenge the validity of such adoption by action de novo in the Court of Common Pleas of Charleston County.

By order of the City Council of the City of Charleston.

Vanessa Turner-Maybank
Clerk, City of Charleston, South Carolina

Date of Publication:
_____, 2017



TIF Districts

- Casper River Bridge TIF
- Horton TIF
- King Street Gateway TIF (-254 Acres)
- Waterfront Park TIF (-76 Acres)
- Pigeon TIF (100 sq)



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